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**B.1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)**

The Contractor shall perform and/or deliver the following:

**A. HARDWARE**

Item	Description	Quantity	Delivery Date	Reference	Transportation Class
A-1	Operational Land Imager (OLI Instrument)	2	TBD	SOW 1.1	TBD
A-2	Engineering Model	1	TBD	SOW 5.1.2.2	TBD
A-3	Structural/Thermal Model	1	TBD	SOW 5.1.2.1	TBD
A-4	Electrical Ground Station Equipment (GSE) Special Test Equipment		TBD	SOW 9.3	
A-5	Mechanical GSE		TBD	SOW 9.2	TBD
A-6	Calibration Equipment		TBD	SOW 9.1	TBD
A-7	Spares		TBD	SOW 11.0	
A-8	Shipping Containers (TBP)		TBD	9.4	TBD
A-9	Witness Samples -Filters -PCB -Contamination		TBD	5.3.3 10.7 10.8	TBD
A-10	Emulators		TBD	5.1.3	TBD
A-11	Option 1 – Operational Land Imager (OLI) Instrument		TBD	12.0	TBD

**B. SOFTWARE**

Item	Description	Quantity	Delivery Date	Reference	Transportation Class
B-1	Software Development & Management Plan	1	TBD	SOW 5.4.1	IV
B-2	Flight Software Test Plan	1	TBD	SOW 5.4.1	IV
B-3	Software Test Procedures	TBD	TBD	SOW 5.4.1	IV
B-4	Software Test Reports	TBD	TBD	SOW 5.4.1	IV
B-5	Software Delivery Package	1	TBD	SOW 5.4.1	IV

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C. DOCUMENTATION

Item	Description	Quantity	Delivery Date	Reference	Transportation Class
C-1	Contract Data Requirements List (CDRL) and Data Item Descriptions (DIDs)	TBD	TBD	Attachment F	IV
C-2	Contractor Task Reports	TBD	TBD	C.2	IV
C-3	DD 1419s	TBD	TBD	G.9	IV
C-4	NASA 1018 Reports	TBD	TBD	G.10	IV
C-5	Small Business Subcontracting Plan Reports	TBD	TBD	H.6	IV
C-6	Material Safety Data Sheets	TBD	TBD	I.2	IV

(End of clause)

**B.2 ESTIMATED COST INCREASES (GSFC 52.232-94) (SEP 1998)**

(a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause of this contract.

(b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract. Notification shall not be delayed pending preparation of a proposal.

(c) A proposal is required to support a request for an increase in the estimated cost of the contract. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(d) (1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

Incurred costs to date  
Projected cost to completion  
Total cost at completion

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Current negotiated estimated cost  
Requested increase in estimated cost

(2) The “projected cost to completion” shall consist of the following “other than cost or pricing data” unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

**B.3 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed **\$0** or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature:

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting:

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances' and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise, or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit: e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

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(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\*Insert either "zero" or the dollar amount agreed to during negotiations.

(End of clause)

**B.4 ESTIMATED COST AND AWARD FEE (18-52.216-85) (SEPTEMBER 1993) –  
ALTERNATE I (SEPTEMBER 1993)**

The estimated cost of this contract is \$ TBP. The maximum available award fee, excluding base fee, if any, is \$ TBP. The base fee is \$TBP. Total estimated cost, base fee, and maximum award fee are \$ TBP. The maximum positive performance incentive is \$ TBP. The maximum negative performance incentive is equal to total earned award fee (including any base fee).

(End of clause)

**B.5 PERFORMANCE INCENTIVE (1852.216-88) (JANUARY 1977)**

(a) A performance incentive applies to the following hardware item(s) delivered under this contract:

- 1<sup>st</sup> OLI Instrument (FM-1)
- 2<sup>nd</sup> OLI Instrument (FM-2)
- Optional OLI Instrument (FM-3)

The performance incentive will measure the performance of those items against the salient hardware performance requirement, called "unit(s) of measurement," e.g., months in service or amount of data transmitted, identified below. The performance incentive becomes effective when the hardware is launched. It includes a standard performance level, a positive incentive, and a negative incentive, which are described in this clause.

(b) Standard performance level. At the standard performance level, the Contractor has met the contract requirement for the unit of measurement. Neither positive nor negative incentives apply when this level is achieved but not exceeded. The standard performance level for OLI is established as follows:

The standard performance level is achieved following successful completion of all instrument on-orbit initial checkout procedures (nominally 3 months after launch) and six months of successful on-

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orbit operation (i.e. 9months total) with the OLI's performance complying with the Key Performance Parameters in Attachment XX of this contract.

(c) Positive incentive. The Contractor earns a separate positive incentive amount for each hardware item listed in paragraph (a) of this clause when the standard performance level period (launch plus 9 months) for that item is exceeded. The amount earned for each item varies with the units of measurement achieved, up to a maximum positive performance incentive amount of \$TBP for FM-1, \$TBP for FM-2 and \$TBP for the optional OLI unit. The units of measurement and the incentive amounts associated with achieving each unit are shown below:

- The unit of measurement is one (calendar) month of on-orbit operation. Counting the months of operation is sequential, and begins starting the first complete calendar month following completion of the standard performance level period.
- A successful month of operation is defined as on-orbit operations complying with the Key Performance Parameters in Attachment XX of this contract.
- When the OLI's performance does not comply with the OLI specifications identified in the Key Performance Requirements in Attachment XX for a cumulative total of 72 hours or more during a calendar month, that month shall be considered an unsuccessful month of operation, and no performance incentive shall be earned for that month.
- The Contractor becomes eligible to earn a monthly positive incentive fee starting with month 10 after launch, and concluding with month 33 after launch.
- The total positive incentive fee for each unit shall be divided into 24 graduated amounts. One hundred percent of the positive incentive fee is earned only if months 10 through 33 after launch are all months of successful on-orbit operation.

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**Payment Of Positive Incentive**

<i>Months of Operation</i>	<i>Percent of Total Available Positive Incentive To Be Paid each Month</i>
1-9 (Includes On-Orbit Check-out)	0%
10-13	2%
14-20	3%
21-23	4%
24-27	5%
28-30	6%
31-33	7%

- Should an instrument failure occur which causes the OLI to be inoperable and remains uncorrectable after 90 days, the instrument shall be considered a total failure and the Contractor becomes ineligible to earn any remaining incentive fee starting from the beginning of the calendar month during which the failure occurred.
- For any failure of the instrument resulting from events beyond the Contractor's area of responsibility that prevents the OLI from performing its on-orbit operation beyond month 9 after launch, the Contractor shall earn 100% of the remaining incentive fee.

(d) Negative incentive. The Contractor will pay to the Government a negative incentive amount for each OLI instrument delivered that fails to achieve the standard performance level as specified in the Key Performance Requirements in Attachment XX, or is inoperable and remains uncorrectable after 90 days. There will be separate pools for each instrument delivered under this contract. The calculation of the maximum negative performance incentive for each OLI instrument will be the final Fee Determination Official (FDO) determination of award fee earned for that instrument. At the conclusion of the first six months of operation after check-out, the Government will evaluate the performance of the instrument against the Key Performance Requirements in Attachment XX. The percent of negative incentive to be paid by the Contractor will be evaluated determined on the metrics and negative percentages identified in the Key Performance Requirements.

(e) The final calculation of positive or negative performance incentive amounts shall be done when performance (as defined by the unit of measurement) ceases or when the maximum positive incentive is reached.

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(1) When the Contracting Officer determines that the performance level achieved fell below the standard performance level, the Contractor will either pay the amount due the Government or credit the next payment voucher for the amount due, as directed by the Contracting Officer.

(2) When the performance level exceeds the standard level, the Contractor may request payment of the incentive amount associated with a given level or performance, provided that such payments shall not be more frequent than monthly. When performance ceases or the maximum positive incentive is reached, the Government shall calculate the final performance incentive earned and unpaid and promptly remit it to the Contractor.

(f) If performance cannot be demonstrated, through no fault of the Contractor, within 9 months after launch, the Contractor will be paid 100% of the maximum performance incentive.

(g) The decisions made as to the amount(s) of positive or negative incentives are subject to the disputes clause.

(End of clause)

[Offeror Proposal Instruction – In accordance with NASA FAR Supplement 1816.402-270(e)(2)(i), the maximum positive performance incentive shall be at least one-third of the total potential contract fee (maximum award fee and maximum positive incentive).]

(End of clause)

**B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$TBD. This allotment is for and covers the following estimated period of performance: TBD.

(b) An additional amount of \$TBD is obligated under this contract for payment of fee.

(End of clause)

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**C.1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991)**

The Contractor shall provide the personnel, materials, and facilities, *except as otherwise provided for in this contract, necessary to* furnish the items required by this contract and the *Attachments in Section "J"*. *In addition, the Contractor shall design, develop, fabricate test, and integrate the Operational Land Imager (OLI) instrument for LandSat.*

(End of clause)

**C.2 GOVERNMENT-DIRECTED STUDIES AND ANALYSES (LEVEL OF EFFORT)**

In accordance with the Statement of Work, (Attachment A), Paragraph **4.3**, the Government may issue task assignments for studies and analyses which are related to the effort performed under this contract.

This clause shall not be construed to relieve the Contractor from any responsibility for complying with the contract statement of work (SOW), specifications or delivery schedule. In particular, this clause shall not relieve the Contractor of its obligation to perform studies and analyses, which are not explicitly required under the contract but may be necessary to meet performance specifications. Nothing in this clause shall be deemed to alter the rights and obligations of the parties stated elsewhere in the contract.

Studies and analyses, which may be ordered hereunder, will require a level-of-effort, as defined in paragraph 1 below, in addition to effort the Contractor must expend to meet other requirements of the contract. Procedures for ordering and reporting such studies and analyses are set forth in paragraph 2 below.

**1. Level of Effort Required to Accomplish Work**

In performance of Government-directed studies and analyses, not otherwise necessary for the performance of the Contractor's obligations under this contract, the Contractor shall provide not more than 40,000 direct labor hours (including overtime hours). The 40,000 hours has been used in establishing the cost and fee(s) of this contract.

Subcontractor direct labor hours, which are expended in performance of task assignments, shall be considered to be part of the level of effort set forth herein.

Upon reaching the maximum number of direct labor hours within the specified period of performance, the Contractor shall cease all effort associated with these studies and analyses until the parties agree to modify the level-of-effort. In the event direct labor hours in excess of the specified maximum are required to accomplish the prescribed effort, the Government may unilaterally direct a change to the amount of direct labor hours in the form of a modification to the contract in accordance with the procedures of the Changes Clause. Any estimated cost and fee adjustment for additional direct labor shall be based solely on the quantity of additional hours being added to the maximum number of direct labor hours specified in this clause.

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Any adjustment in the contract under the provisions of this clause shall be evidenced by a contract modification.

**2. Task Assignments and Reports**

Task assignments will be issued unilaterally by the Contracting Officer to the Contractor designating the tasks to perform, the schedule of performance, and any materials, travel, etc., known to be required. Such assignments will be issued on GSFC Form 18-45 "Task Assignment". Task assignments will be numbered consecutively. Task assignments may be modified by issuance of a subsequent Form 18-45, which cites the existing task assignment number followed by an alpha designation indicating the applicable revision sequence.

For each task assignment, the Contractor shall submit a one-time Contractor Task Report (GSFC Form 18-42). The task report is the Contractor's resources plan for accomplishing the work described in each task assignment and shall be submitted within seven (7) working days after issuance of each task assignment. The Contractor shall submit a revised task report with explanatory notes when changes to the estimated cost of a task assignment for which a task report has already been submitted exceed ten (10) percent (plus or minus).

The task report shall be the Contractor's overall estimate for the completion of the task assignment and shall include the following:

- a. Date of commencement of work;
- b. Direct labor hours (both straight time and overtime), by month, by labor category;
- c. Detailed travel and material estimates;
- d. An estimate for subcontracts reflecting direct productive labor hours, as appropriate;
- e. Other pertinent information, including interdivisional purchases, consultants, etc.

The individual tasks shall be reported as a separate line item in financial reports.

The Contractor shall submit, upon completion of each task assignment, a report detailing the findings and results of the study, including recommendations if applicable. The Contractor shall submit one copy each to the Contracting Officer and the Contracting Officer's Technical Representative.

(End of Clause)

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**C.3 FINAL SCIENTIFIC AND TECHNICAL REPORTS (1852.235-73)(FEB 2003)**

(a) The Contractor shall submit to the Contracting Officer a final report that summarizes the results of the entire contract, including recommendations and conclusions based on the experience and results obtained. The final report should include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to explain comprehensively the results achieved under the contract.

(b) The final report shall be of a quality suitable for publication and shall follow the formatting and stylistic guidelines contained in NPG 2200.2A, Guidelines for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information. Electronic formats for submission of reports should be used to the maximum extent practical. Before electronically submitting reports containing scientific and technical information (STI) that is export-controlled or limited or restricted, contact the Contracting Officer to determine the requirements to electronically transmit these forms of STI. If appropriate electronic safeguards are not available at the time of submission, a paper copy or a CD-ROM of the report shall be required. Information regarding appropriate electronic formats for final reports is available at <http://www.sti.nasa.gov> under "Publish STI – Electronic File Formats."

(c) The last page of the final report shall be a completed Standard Form (SF) 298, Report Documentation Page.

(d) In addition to the final report submitted to the Contracting Officer, the Contractor shall concurrently provide to the Center STI/Publication Manager and the NASA Center for AeroSpace Information (CASI) a copy of the letter transmitting the final report to the Contracting Officer. The copy of the letter shall be submitted to CASI at the following address:

Center for AeroSpace Information (CASI)  
Attn: Acquisitions Collections Development Specialist  
7121 Standard Drive  
Hanover, Maryland 21076-1320

(e) In accordance with paragraph (d) of the Rights in Data --General clause (52.227-14) of this contract, the Contractor may publish, or otherwise disseminate, data produced during the performance of this contract, including data contained in the final report, and any additional reports required by 1852.235-74 when included in the contract, without prior review by NASA. The Contractor is responsible for reviewing publication or dissemination of the data for conformance with laws and regulations governing its distribution, including intellectual property rights, export control, national security and other requirements, and to the extent the contractor receives or is given access to data necessary for the performance of the contract which contain restrictive markings, for complying with such restrictive markings. Should the Contractor seek to publish or otherwise disseminate the final report, or any additional reports required by 1852.235-74 if applicable, as delivered to NASA under this contract, the Contractor may do so once NASA has completed its document availability authorization review, and availability of the report has been determined.

(End of clause

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**D.1 PACKAGING, HANDLING, AND TRANSPORTATION (1852.211-70) (JUNE 2000)**

(a) The Contractor shall comply with NPR 6000.1E, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", dated April 26, 1999, as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided--

(1) The Contractor's procedures are not in conflict with any requirements of this contract, and

(2) The requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

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**E.1 ACCEPTANCE--MULTIPLE LOCATIONS (GSFC 52.246-93) (MAY 1989)**

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

Item(s)	Location	Authorized Representative
A-1	Spacecraft Contractor's facilities (See Clause E.2, Acceptance of Hardware)	COTR
A-2	Contractor's Facility	COTR
A-3	Contractor's Facility	COTR
A-4	Contractor's Facility	COTR
A-5	Contractor's Facility	COTR
A-6	Contractor's Facility	COTR
A-7	Contractor's Facility	COTR
A-8	Spacecraft Contractor's facilities	COTR
A-9	GSFC	COTR
A-10	Spacecraft Contractor's facilities	COTR
A-11	Option 1 (OLI) – Spacecraft Contractor's facilities (See Clause E.2, Acceptance of Hardware)	COTR
B-1	GSFC	COTR
B-2	GSFC	COTR
B-3	GSFC	COTR
B-4	GSFC	COTR
B-5	GSFC	COTR
C-1	GSFC	COTR
C-2	GSFC	CO
C-3	GSFC	CO
C-4	GSFC	CO
C-5	GSFC	CO
C-6	GSFC	CO

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

(End of clause)

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**E.2 ACCEPTANCE OF HARDWARE**

- (a) Definitions. Conditional acceptance, as used in this article, means the Government shall preliminarily accept the deliverable items that are to be delivered to the spacecraft contractor, as specified in Clause F.1, SHIPPING INSTRUCTIONS. This conditional acceptance is solely for the purpose of providing these items as Government-Furnished Property to the spacecraft contractor. The spacecraft contractor will then proceed with integration and test of the instrument. The Government reserves the right to perform final acceptance at a later time.
- (b) For the deliverable items that are to be delivered to the spacecraft contractor, as specified in Clause F.1, SHIPPING INSTRUCTIONS, the Contracting Officer or authorized representative will accomplish conditional acceptance upon successful completion of the instrument post-shipment checkout at the spacecraft contractor's facility after observatory Pre-Ship Review. The Contracting Officer or authorized representative will accomplish final acceptance of all other deliverables as indicated in Clause E.1, ACCEPTANCE – MULTIPLE LOCATIONS.
- (c) For the purpose of this clause, the Contracting Officer's Technical Representative named in this contract is the representative of the Contracting Officer. The Contracting Officer reserves the right to unilaterally designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.
- (d) For the purpose of Clause E.9 – INSPECTION OF RESEARCH AND DEVELOPMENT—COST REIMBURSEMENT, paragraph (e), acceptance means final acceptance.
- (e) For the purpose of Clause E.9 – INSPECTION OF RESEARCH AND DEVELOPMENT – COST REIMBURSEMENT, paragraph (f), the acceptance provision concerning the six-month correction and replacement period for all A-Items, becomes effective at final acceptance.

(End of Text)

**E.3 MATERIAL INSPECTION AND RECEIVING REPORT NOT REQUIRED  
(GSFC 52.246-94) (APR 1989)**

NASA FAR Supplement clause 18-52.246-72 of this contract requires the furnishing of a Material Inspection and Receiving Report (MIRR) (DD Form 250 series) at the time of each delivery under this contract. However, a MIRR is not required for the following deliverable items:

Item No.	Description
B-1 thru B-5	Software
C-1 thru C-6	Documentation

(End of clause)

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**E.4 INSPECTION SYSTEM (SUBCONTRACTS) (GSFC 52.246-100) (JULY 2000)**

In performance of this contract, the Contractor shall impose inspection system requirements on subcontractors and suppliers to ensure the required quality of supplies or services. Monitoring of the Contractor's system for inspecting subcontractors will be accomplished through the combined efforts of NASA/GSFC personnel and the delegated Government agency. The authority and responsibility of the delegated agency will be defined in a letter of contract administration delegation.

(End of clause)

**E.5 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)**

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for three (3) years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

**E.6 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (52.246-11) (FEB 1999)**

The Contractor shall comply with the higher-level quality standard selected below.

Attachment D – Operational Land Imager (OLI) Mission Assurance Requirements (MAR)

(End of clause)

**E.7 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS  
(1852.246-71) (OCT 1988)**

In accordance with the Inspection clause of this contract, the Government intends to perform the following functions at the locations indicated:

<u>Item</u>	<u>Quality Assurance Function</u>	<u>Location</u>
<b>TBD</b>	<b>TBD</b>	<b>TBD</b>

[Insert the items involving quality assurance, the quality assurance functions, and where the functions will be performed]

(End of clause)

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**E.8 MATERIAL INSPECTION AND RECEIVING REPORT (1852.246-72) (AUG 2003)**

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in an original copy and sufficient other copies to accomplish the following distribution:

(1) Via mail and marked "Advance Copy", one copy each to the Contracting Officer, the Contracting Officer's Technical Representative (if designated in the contract), and to the cognizant Administrative Contracting Officer, if any.

(2) Via mail, the original and 1 copy (unfolded) to the shipment address (delivery point) specified in Section F of this contract. Mark the exterior of the envelope "CONTAINS DD FORM 250". This must arrive prior to the shipment.

(3) With shipment in waterproof envelope (one copy) for the consignee.

(4) If the shipment address is not directly to the Goddard Space Flight Center (Greenbelt) or Goddard Space Flight Center (Wallops) central receiving areas, then one copy of the DD Form 250 must be provided (via mail) to one on the following addresses depending upon whether this contract is with GSFC Greenbelt or GSFC Wallops:

Receiving and Inspection (Code 239), Goddard Space Flight Center, Greenbelt, MD 20771.

Receiving and Inspection (Bldg. F16), Wallops Flight Facility, Wallops Island VA 23337.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 18-46.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

**E.9 INSPECTION OF RESEARCH AND DEVELOPMENT - COST REIMBURSEMENT  
(52.246-8) (MAY 2001)**

(a) Definitions. As used in this clause--

"Contractor's managerial personnel" means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of??

(1) All or substantially all of the Contractor's business,

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(2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with performing this contract.

"Work" includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the work under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all work called for by the contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or its subcontractors engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs any inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise provided in the contract, the Government shall accept work as promptly as practicable after delivery, and work shall be deemed accepted 90 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of all of the end items (other than designs, drawings, or reports) to be delivered under the contract, the Government may require the Contractor to replace or correct work not meeting contract requirements. Time devoted to the replacement or correction of such work shall not be included in the computation of the above time period. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be determined as specified in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance work required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or make an equitable reduction in any fixed fee paid or payable under the contract;

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(ii) Require delivery of any undelivered articles and shall have the right to make an equitable reduction in any fixed fee paid or payable under the contract; or

(iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged the Contractor or to the reduction in fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause shall apply in the same manner to a corrected or replacement end item or components as to work originally delivered.

(j) The Contractor has no obligation or liability under the contract to correct or replace articles not meeting contract requirements at time of delivery, except as provided in this clause or as may otherwise be specified in the contract.

(k) Unless otherwise provided in the contract, the Contractor's obligations to correct or replace Government furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

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**F.1 SHIPPING INSTRUCTIONS--NON-CENTRAL RECEIVING (GSFC 52.247-95)  
(OCT 1988)**

Shipment of the items required under this contract shall be to:

Item(s)	Address	Marked For
A-1 through A-8, A-10 through A-11	TBD	Jeanine Murphy-Morris, Code 427
A-9	Receiving Officer Bldg 16W, Code 239 Goddard Space Flight Center Greenbelt, MD 20771	Jeanine Murphy-Morris, Code 427, COTR, Bldg 16W, Room N50E Goddard Space Flight Center Greenbelt, MD 20771
B-1 through B-5	NASA Goddard Space Flight Center Bldg 16W, Room N50E Greenbelt Road Greenbelt, MD 20771	Jeanine Murphy-Morris, Code 427 Contracting Officer's Technical Representative (COTR)
C-1	Same as B-1 through B-5	Same as B-1 through B-5
C-2 through C-6	NASA Goddard Space Flight Center Bldg 16W, Room N90B Greenbelt Road Greenbelt, MD 20771	Patricia Dombrowski, Code 210.6 Contracting Officer

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

If any of the above shipping addresses are to the Goddard Space Flight Center at Greenbelt, MD, delivery personnel must first stop at Receiving (Building 16W) to provide a copy of the receiving report (DD 250) to Receiving personnel before making delivery to the on-site location(s) specified above.

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**(End of clause)**

**F.2 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected.

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**(End of clause)**

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**F.3 F.O.B. DESTINATION (52.247-34) (NOV 1991)**

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located, and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight". When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

- (1) (i) Pack and mark the shipment to comply with contract specifications; or  
(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(End of clause)

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**G.1 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90)(FEB 2004)**

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedural Requirements (NPR) 9501.2D, “NASA Contractor Financial Management Reporting”, establish report due dates and other financial management reporting requirements. NPR 9501.2D permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are required. The reporting structure shall be in accordance with Attachment F, CDRL #TBD of Section J of this contract.

(2) As stated in NPR 9501.2D, NASA strongly encourages electronic contractor cost reporting. The preferred formats are Excel and Adobe. Contact the Contracting Officer for any E-Mail addresses that are not provided or which become noncurrent.

Distribution shall be as follows:

Contracting Officer, Patricia Dombrowski, Code 210.6

E-Mail: [Patricia.M.Dombrowski@nasa.gov](mailto:Patricia.M.Dombrowski@nasa.gov)

Contracting Officer’s Technical Representative, Jeanine E. Murphy, Code 427

E-Mail: [Jeanine.E.Murphy@nasa.gov](mailto:Jeanine.E.Murphy@nasa.gov)

Resources Analyst, Jacquelyn H. Fiora, Code 427

E-Mail: [Jacquelyn.H.Fiora@nasa.gov](mailto:Jacquelyn.H.Fiora@nasa.gov)

Regional Finance Office Cost Team, Code 155

E-Mail: [rfocateam@listserv.gsfc.nasa.gov](mailto:rfocateam@listserv.gsfc.nasa.gov)

Administrative Contracting Officer (if delegated)

(c) Web sites. (1) NPR 9501.2D, “NASA Contractor Financial Management Reporting”:

[http://nodis3.gsfc.nasa.gov/library/displayDir.cfm?Internal\\_ID=N\\_PG\\_9501\\_002D\\_&page\\_name=main](http://nodis3.gsfc.nasa.gov/library/displayDir.cfm?Internal_ID=N_PG_9501_002D_&page_name=main)

(2) NF 533 Tutorial: (for training purposes only)

<http://genesis.gsfc.nasa.gov/nf533.htm>

(End of clause)

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**G.2 INVENTORY OF GOVERNMENT OWNED PROPERTY--SPECIAL PROCEDURES FOR FLIGHT QUALIFIED INVENTORY (GSFC 52.245-94)(AUG 2001)**

(This Clause may not be required.)

(a) The Contractor shall ensure that flight qualified assemblies and parts that are residual inventory under this contract are properly stored in a secure area that is certified for electrostatic discharge (ESD) handling. The parts shall be handled in accordance with electrostatic discharge (ESD) standards and procedures. The Contractor shall also maintain a system to ensure that the associated heritage, test, and qualification documentation is available and traceable to such individual items of inventory.

(b) The "inventory upon termination or completion" required at FAR 45.508-1 shall identify any hardware, components or parts suitable for space flight or at any time such inventory is excess to the needs of this contract.

(c) Compliance with this clause is required until:

(1) The Government exercises its right under the Government Property clause of this contract and under FAR 45.603 to require delivery of any such inventory or the transfer of such inventory to another Government contract. [Flight qualified assemblies or parts remaining in residual inventory shall remain subject to this clause]; or

(2) The Contractor and the Government agree to, partly or completely, discontinue the requirements of this clause for specific items of flight qualified assemblies and parts; or.

(3) The period stated in this contract for the Contractor to maintain inspection records under the Inspection clause of this contract has expired.

(d) In the event of (c)(1) above, the delivered or transferred flight qualified inventory shall be accompanied by all data and records regarding the flight certification of each of item(s) comprising the flight qualified inventory for which the Government's right is exercised.

(e) When flight qualified inventory is no longer subject to this clause because of (c)(1), (c)(2) or (c)(3) of this clause, the designated flight qualified inventory item(s), shall subsequently be managed no more stringently than other government property in accordance with FAR 45.5.

(End of clause)

**G.3 CONTRACTOR ACQUIRED PROPERTY--NASA CONDITIONS (GSFC 52.245-97) (SEP 1998)**

NASA FAR Supplement 1845.502-70 establishes general and specific conditions that apply to this contract for various categories of contractor acquired property.

(End of clause)

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**G.4 AWARD FEE FOR END ITEM CONTRACTS (1852.216-77) (JUNE 2000)**

(a) The contractor can earn award fee, or base fee, if any, from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract. All award fee evaluations, with the exception of the last evaluation, will be interim evaluations. At the last evaluation, which is final, the Contractor's performance for the entire contract will be evaluated to determine total earned award fee. No award fee or base fee will be paid to the Contractor if the final award fee evaluation is "poor/unsatisfactory."

(b) Beginning 6 months after the effective date of this contract, the Government will evaluate the Contractor's interim performance every 6 months to monitor Contractor performance prior to contract completion and to provide feedback to the Contractor. The evaluation will be performed in accordance with Operational Land Imager (OLI) Performance Evaluation Plan (PEP) to this contract. The Contractor may submit a self-evaluation of performance for each period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government will advise the Contractor in writing of the evaluation results. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) (1) Base fee, if applicable, will be paid in monthly installments based on the percent of completion of the work as determined by the Contracting Officer.

(2) Interim award fee payments will be made to the Contractor based on each interim evaluation. The amount of the interim award fee payment is limited to the lesser of the interim evaluation score or 80 percent of the fee allocated to that period less any provisional payments made during the period. All interim award fee payments will be superseded by the final award fee determination.

(3) Provisional award fee payments will be made under this contract pending each interim evaluation. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The amount of award fee that will be provisionally paid in each evaluation period is limited to 80 percent of the prior interim evaluation score (see the PEP). Provisional award fee payments made each evaluation period will be superseded by the interim award fee evaluation for that period. If provisional payments made exceed the interim evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer. If the Government determines that (i) the total amount of provisional fee payments will apparently substantially exceed the anticipated final evaluation score, or (ii) the prior interim evaluation is "poor/unsatisfactory", the Contracting Officer will direct the suspension or reduction of the future payments and/or request a prompt refund of excess payments as appropriate. Written notification of the determination will be provided to the Contractor with a copy to the Deputy Chief Financial Officer (Finance).

(4) All interim (and provisional, if applicable) fee payments will be superseded by the fee determination made in the final award fee evaluation. The Government will then pay the Contractor, or the Contractor will refund to the Government the difference between the final award fee determination and the cumulative provisional fee payments. If the final award fee evaluation is "poor/unsatisfactory", any base fee paid will be refunded to the Government.

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(5) Payment of base fee, if applicable, will be made based on submission of an invoice by the Contractor. Payment of award fee will be made by the Cost and Commercial Accounts Department, Code 155, based on issuance of a unilateral modification by the Contracting Officer.

(d) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of clause)

**G.5 SUBMISSION OF VOUCHERS FOR PAYMENT (18-52.216-87)(MAR 1998)**

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher and one copy should be submitted to:

Cost and Commercial Accounts Department  
Code 155  
Goddard Space Flight Center  
Greenbelt, Maryland 20771

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment subject to final audit.

(3) Copies of vouchers should be submitted as may be directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original and one copy Standard Form (SF)1034, SF 1035, or equivalent Contractor's attachment to the Auditor.

**[Offeror shall insert appropriate DCAA mailing office address for submission of cost vouchers]**

(2) (Reserved)

(3) The Contracting Officer may designate other recipients as required.

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(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to the Contracting Officer.

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

**G.6 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JULY 1997)**

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights -- Retention by the Contractor (Short Form)", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

Title	Office Code	Address (including zip code)
New Technology	504	Goddard Space Flight Center Representative Greenbelt, MD 20771
Patent	503	Goddard Space Flight Center Representative Greenbelt, MD 20771

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

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**G.7 NEW TECHNOLOGY (1852.227-70) (MAY 2002)**

(a) Definitions.

"Administrator," as used in this clause, means the Administrator of the National Aeronautics and Space Administration (NASA) or duly authorized representative.

"Contract," as used in this clause, means any actual or proposed contract, agreement, understanding, or other arrangement, and includes any assignment, substitution of parties, or subcontract executed or entered into thereunder.

"Made," as used in this clause, means conception or first actual reduction to practice; provided, that in the case of a variety of plant, the date of determination (as defined in Section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d) must also occur during the period of contract performance.

"Nonprofit organization," as used in this clause, means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any domestic nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

"Practical application," as used in this clause, means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Reportable item," as used in this clause, means any invention, discovery, improvement, or innovation of the Contractor, whether or not patentable or otherwise protectible under Title 35 of the United States Code, made in performance of any work under any NASA contract or in the performance of any work that is reimbursable under any clause in any NASA contract providing for reimbursement of costs incurred before the effective date of the contract. Reportable items include, but are not limited to, new processes, machines, manufactures, and compositions of matter, and improvements to, or new applications of, existing processes, machines, manufactures, and compositions of matter. Reportable items also include new computer programs, and improvements to, or new applications of, existing computer programs, whether or not copyrightable or otherwise protectible under Title 17 of the United States Code.

"Small business firm," as used in this clause means a domestic small business concern as defined at 15 U.S.C. 632 and implementing regulations of the Administrator of the Small Business Administration. (For the purpose of this definition, the size standard contained in 13 CFR 121.3-8 for small business contractors and in 13 CFR 121.3-12 for small business subcontractors will be used.)

"Subject invention," as used in this clause, means any reportable item which is or may be patentable or otherwise protectible under Title 35 of the United States Code, or any novel variety of plant that is or maybe protectible under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

(b) Allocation of principal rights.

(1) Presumption of title.

(i) Any reportable item that the Administrator considers to be a subject invention shall be presumed to have been made in the manner specified in paragraph (1) or (2) of Section 305(a) of the

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National Aeronautics and Space Act of 1958 (42 U.S.C. 2457(a)) (hereinafter called "the Act"), and the above presumption shall be Contractor submits to the Contracting Officer a written statement, containing supporting details, demonstrating that the reportable item was not made in the manner specified in paragraph (1) or (2) of Section 305(a) of the Act.

(ii) Regardless of whether title to a given subject invention would otherwise be subject to an advance waiver or is the subject of a petition for waiver, the Contractor may nevertheless file the statement described in paragraph (b)(1)(I) of this clause. The Administrator will review the information furnished by the Contractor in any such statement and any other available information relating to the circumstances surrounding the making of the subject invention and will notify the Contractor whether the Administrator has determined that the subject invention was made in the manner specified in paragraph (1) or (2) of Section 305(a) of the Act.

(2) Property rights in subject inventions. Each subject invention for which the presumption of paragraph (b)(1)(I) above is conclusive, or for which there has been a determination that it was made in the manner specified in paragraph (1) or (2) of Section 305(a) of the Act, shall be the exclusive property of the United States as represented by NASA unless the Administrator waives all or any part of the rights of the United States, as provided in paragraph (b)(3) of this clause.

(3) Waiver of rights.

(i) Section 305(f) of the Act provides for the promulgation of regulations by which the Administrator may waive the rights of the United States with respect to any invention or class of inventions made or that may be made under conditions specified in paragraph (1) or (2) of Section 305(a) of the Act. The promulgated NASA Patent Waiver Regulations, 14 CFR Section 1245, Subpart 1, have adopted the Presidential Memorandum on Government Patent Policy of February 18, 1983, as a guide in acting on petitions (requests) for such waiver of rights.

(ii) As provided in 14 CFR 1245, Subpart 1, Contractors may petition, either prior to execution of the contract or within 30 days after execution of the contract, for advance waiver of rights to any or all of the inventions that may be made under a contract. If such a petition is not submitted, or if after submission it is denied, the Contractor (or an employee inventor of the Contractor) may petition for waiver of rights to an identified subject invention within 8 months of first disclosure of invention pursuant to paragraph (e)(2) of this clause, or within such longer period as may be authorized in accordance with 14 CFR 1245.105.

(c) Minimum rights reserved by the Government.

(1) With respect to each subject invention for which a waiver of rights is applicable pursuant to 14 CFR Section 1245, Subpart 1, the Government reserves--

(i) An irrevocable, nonexclusive, nontransferable, royalty-free license for the practice of such invention throughout the world by or on behalf of the United States or any foreign government pursuant to any treaty or agreement with the United States; and

(ii) Such other rights as set forth in 14 CFR 1245.107.

(2) Nothing contained in this paragraph © shall be considered to grant to the Government any rights with respect to any invention other than a subject invention.

(d) Minimum rights to the Contractor.

(1) The Contractor is hereby granted a revocable, nonexclusive, royalty-free license in each patent application filed in any country on a subject invention and any resulting patent in which the

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Government acquires title, unless the Contractor fails to disclose the subject invention within the times specified in paragraph (e)(2) of this clause. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Administrator except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the Administrator to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with 37 CFR Part 404, Licensing of Government Owned Inventions. This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Administrator to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the Contractor will be provided a written notice of the Administrator's intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the Administrator for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal to the Administrator any decision concerning the revocation or modification of its license.

(e) Invention identification, disclosures, and reports.

(1) The Contractor shall establish and maintain active and effective procedures to assure that reportable items are promptly identified and disclosed to Contractor personnel responsible for the administration of this New Technology clause within 6 months of conception and/or first actual reduction to practice, whichever occurs first in the performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of the reportable items, and records that show that the procedures for identifying and disclosing reportable items are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(2) The Contractor will disclose each reportable item to the Contracting Officer within two months after the inventor discloses it in writing to Contractor personnel responsible for the administration of this New Technology clause or, if earlier, within 6 months after the Contractor becomes aware that a reportable item has been made, but in any event for subject inventions before any on sale, public use, or publication of such invention known to the Contractor. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the reportable item was made and the inventor(s) or innovator(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the reportable item. The disclosure shall also identify any publication, on sale, or public use of any subject invention and whether a manuscript describing such invention has been submitted for publication and, if so, whether it has been

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accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing a subject invention for publication or of any on sale or public use planned by the Contractor for such invention.

(3) The Contractor may use whatever format is convenient to disclose reportable items required in subparagraph (e)(2). NASA prefers that the Contractor use either the electronic or paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software) to disclose reportable items. Both the electronic and paper versions of NASA Form 1679 may be accessed at the electronic New Technology Reporting Web site <http://invention.nasa.gov>.

(4) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing reportable items during that period, and certifying that all reportable items have been disclosed (or that there are no such inventions) and that the procedures required by paragraph (e)(1) of this clause have been followed.

(ii) A final report, within 3 months after completion of the contracted work, listing all reportable items or certifying that there were no such reportable items, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

(5) The Contractor agrees, upon written request of the Contracting Officer, to furnish additional technical and other information available to the Contractor as is necessary for the preparation of a patent application on a subject invention and for the prosecution of the patent application, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions.

(6) The Contractor agrees, subject to paragraph 27.302(i), of the Federal Acquisition Regulation (FAR), that the Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause.

(f) Examination of records relating to inventions.

(1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintained the procedures required by paragraph (e)(1) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer learns of an unreported Contract invention that the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(3) Any examination of records under this paragraph will be subject to appropriate conditions to protect the confidentiality of the information involved.

(g) Withholding of payment (this paragraph does not apply to subcontracts).

(1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the

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amount of this contract whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing reportable items pursuant to paragraph (e)(1) of this clause;

(ii) Disclose any reportable items pursuant to paragraph (e)(2) of this clause;

(iii) Deliver acceptable interim reports pursuant to paragraph (e)(3)(I) of this clause; or

(iv) Provide the information regarding subcontracts pursuant to paragraph (h)(4) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of reportable items required by paragraph (e)(2) of this clause, and an acceptable final report pursuant to paragraph (e)(3)(ii) of this clause.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government rights.

**(h) Subcontracts.**

(1) Unless otherwise authorized or directed by the Contracting Officer, the Contractor shall--

(i) Include this clause (suitably modified to identify the parties) in any subcontract hereunder (regardless of tier) with other than a small business firm or nonprofit organization for the performance of experimental, developmental, or research work; and

(ii) Include the clause at FAR 52.227-11 (suitably modified to identify the parties) in any subcontract hereunder (regardless of tier) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work.

(2) In the event of a refusal by a prospective subcontractor to accept such a clause the Contractor--

(i) Shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter; and

(ii) Shall not proceed with such subcontract without the written authorization of the Contracting Officer.

(3) In the case of subcontracts at any tier, the agency, subcontractor, and Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and NASA with respect to those matters covered by this clause.

(4) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and, no more frequently than annually, a listing of the subcontracts that have been awarded.

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(5) The subcontractor will retain all rights provided for the Contractor in the clause of subparagraph (1)(I) or (ii) of this clause, whichever is included in the subcontract, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(i) Preference for United States industry. Unless provided otherwise, no Contractor that receives title to any subject invention and no assignee of any such Contractor shall grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement may be waived by the Administrator upon a showing by the Contractor or assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(End of clause)

**G.8 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73)  
(JUL 2000)**

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Procedures and Guidelines (NPG) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contractor Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost incur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

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(End of clause)

**G.9 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT  
(1852.245-70) (JUL 1997)**

(a) "Equipment," as used in this clause, means commercially available items capable of stand-alone use, including those to be acquired for incorporation into special test equipment or special tooling.

(b) (1) Upon determination of need for any Government-owned equipment item for performance of this contract, the contractor shall provide to the contracting officer a written request justifying the need for the equipment and the reasons why contractor-owned property cannot be used, citing the applicable FAR or contract authority for use of Government-owned equipment. Equipment being acquired as a deliverable end item listed in the contract or as a component for incorporation into a deliverable end item listed in the contract is exempt from this requirement.

(2) The contractor's request shall include a description of the item in sufficient detail to enable the Government to screen its inventories for available equipment or to purchase equipment. For this purpose, the contractor shall (i) prepare a separate DD Form 1419, DOD Industrial Plant Equipment Requisition, or equivalent format, for each item requested and (ii) forward it through the contracting officer to the Industrial Property Officer at the cognizant NASA installation at least 30 days in advance of the date the contractor intends to acquire the item. Multiple units of identical items may be requested on a single form. Instructions for preparing the DD Form 1419 are contained in NASA FAR Supplement 1845.7102. If a certificate of nonavailability is not received within that period, the contractor may proceed to acquire the item, subject to having obtained contracting officer consent, if required, and having complied with any other applicable provisions of this contract.

(c) Contractors who are authorized to conduct their own screening using the NASA Equipment Management System (NEMS) and other Government sources of excess property shall provide the evidence of screening results with their request for contracting officer consent. Requests to purchase based on unsuitability of items found shall include rationale for the determined unsuitability.

(End of clause)

**G.10 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF  
CONTRACTORS (1852.245-73) (OCT 2003)**

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

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(2) The Contractor shall mail the original signed NF 1018 directly to the Goddard Space Flight Center (GSFC), General Accounting Department, Property and Reporting Team, Code 157, Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address:

Goddard Space Flight Center, Property Management Branch, Code 235, Greenbelt, MD 20771--unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and the actual cost must be adjusted during the reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall immediately contact the cognizant NASA Center Industrial Property Officer (IPO) to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of clause)

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**G.11 LIST OF GOVERNMENT FURNISHED PROPERTY (1852.245-76) (OCT 1988)**

For performance of work under this contract, the Government will make available Government property identified below or in Attachment H of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at the Contractor's and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government property clause of this contract, the Contractor is accountable for the identified property.

(End of clause)

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**H.1 SECTION H CLAUSES INCORPORATED BY REFERENCE**

(52.204-7)	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
(1852.208-81)	RESTRICTIONS ON PRINTING AND DUPLICATING (OCT 2001)
(1852.223-70)	SAFETY AND HEALTH (APR 2002)
(1852.223-75)	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
(1852.244-70)	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APRIL 1985)

(End of By Reference Section)

**H.2 HANDLING OF DATA (GSFC 52.203-90) (JAN 1995)**

(a) In the performance of this contract, it is anticipated that the Contractor may have access to, be furnished, or use the following categories of data (which may be technical data, computer software, administrative, management information, or financial, including cost or pricing):

(1) Data of third parties which the Government has agreed to handle under protective arrangements; and

(2) Government data, the use and dissemination of which, the Government intends to control.

(b) In order to protect the interests of the Government and the owners, licensors and licensees of such data, the Contractor agrees, with respect to any such third party or Government data that is either marked with a restrictive legend, specifically identified in this contract, or otherwise identified in writing by the Contracting Officer as being subject to this clause, to:

(1) Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;

(2) Allow access to such data only to those of its employees that require access for their performance under this contract;

(3) Preclude access and disclosure of such data outside the Contractor's organization; and

(4) Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for contract performance.

(c) The Contractor agrees to inform and instruct its employees of its and their obligations under this clause and to appropriately bind its employees contractually to comply with the access, use, disclosure, and reproduction provisions of this clause.

(d) In the event that data includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor may inform the Contracting Officer of such condition. Notwithstanding such a legend, as

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long as such legend provides an indication that a restriction on use or disclosure was intended; the Contractor shall treat such data pursuant to the requirements of this clause unless otherwise directed, in writing, by the Contracting Officer.

(e) Notwithstanding the above, the Contractor shall not be restricted in use, disclosure, and reproduction of any data that:

(1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor;

(2) Is known to, in the possession of, or is developed by the Contractor independently of any disclosure of, or without reference to, proprietary, restricted, confidential, or otherwise protectible data under this clause;

(3) Is rightfully received by the Contractor from a third party without restriction;

(4) Or is required to be produced by the Contractor pursuant to a court order or other Government action.

If the Contractor believes that any of these events or conditions that remove restrictions on the use, disclosure, and reproduction of the data apply, the Contractor shall promptly notify the Contracting Officer of such belief prior to acting on such belief, and, in any event, shall give notice to the Contracting Officer prior to any unrestricted use, disclosure, or reproduction of such data.

(End of clause)

**H.3 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (GSFC 52.203-91) (JUN 2002)**

(a) NASA may find it necessary to release information submitted by the Contractor, either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of this proposal, or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to NASA's technical evaluation panels;

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(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

(c) Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract).

(d) NASA’s responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

**H.4 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR (GSFC 52.215-90) (NOV 1999)**

In accordance with FAR 15.204-1(b), the completed and submitted “Representations, Certifications, and Other Statements of Offeror”, are incorporated by reference in this resulting contract.

(End of clause)

**H.5 OPTION FOR INCREASED QUANTITY (GSFC 52.217-90) (APR 1989)**

In accordance with the Option for Increased Quantity--Separately Priced Line Item clause of this contract, the Government may increase the quantity of items as follows:

*Summary Detail Table*

Item #	Price	Quantity	Delivery Date
Option #1, A-11, OLI Instrument #3	Estimated Cost \$	1 OLI	TBD
	Award Fee \$		
	Total Cost Plus Award Fee \$		

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This option may be exercised by the Contracting Officer by written notice to the Contractor within the time period specified in FAR clause 52.217-7, "Option for Increased Quantity--Separately Priced Line Item" of this contract.

(End of clause)

**H.6 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (GSFC 52.219-90)  
(OCT 1999)**

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small Business Subcontracting Plan" is included in this contract. The agreed to Subcontracting Plan required by the clause is included as an attachment to the contract.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Reporting to Contracting Officer (SF 294--Semi-annual and Final)

The Contractor shall prepare and submit Standard Form 294 (Rev. 12-98), "Subcontracting Report for Individual Contracts" in accordance with the instructions on the back of the form.

The SF 294 must be submitted to the Contracting Officer on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. A final SF 294 must be submitted after contract completion. The final SF 294 submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Reporting to NASA Headquarters (SF 295--Semi-annual)

The Contractor shall prepare and submit Standard Form 295 (Rev. 12-98), "Summary Subcontract Report" in accordance with the instructions on the back of the form and in accordance with NASA FAR Supplement clause 1852.219-75, "Small Business Subcontracting Reporting" of this contract.

The SF 295 must be submitted to "NASA, Office of Procurement, Code HS, Washington, D.C. 20546-0001" on a semi-annual basis no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively.

e. Subcontractor Reporting

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FAR clause 52.219-9 and NASA FAR Supplement clause 1852.219-75 require that the Contractor ensure that SF 294 and SF 295 reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

**H.7 SMALL DISADVANTAGED BUSINESS PARTICIPATION--CONTRACT TARGETS  
(GSFC 52.219-91) (AUG 2001) (for offeror fill-in)**

(a) This clause does not apply to, and should not be completed by, Small Disadvantaged Business (SDB) offerors unless the SDB offeror has waived the price adjustment evaluation adjustment [see para (c.) of FAR clause 52.219-23].

(b) FAR 19.1202-4(a) requires that SDB subcontracting targets be incorporated in the contract. Targets for this contract are as follows:

\*NAICS Industry

Subsectors

Dollar Target

Percent of Contract Value

\*North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce

(c.) FAR 19.1202-4(b) requires that SDB concerns that are specifically identified by the offeror be listed in the contract when the extent of the identification of such subcontractors was part of the SDB evaluation subfactor. SDB concerns (subcontractors) specifically identified by the offeror are as follows:

Name of Concern(s)

The contractor shall notify the Contracting Officer of any substitutions of firms that are not SDB concerns.

(d) If the prime offeror is an SDB that has waived the price evaluation adjustment, the target for the work it intends to perform as a prime contractor is as follows:

Dollars

Percent of Contract Value

(End of clause)

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**H.8 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91)  
(OCT 2002)**

(a) Other safety and health requirements. In addition to compliance with all Federal, state, and local laws as required by paragraph (b) of NFS clause 18-52.223-70, the Contractor shall comply with the following:

“None”

(b) Reporting. The immediate notification and prompt reporting required by paragraph (d) of NFS clause 1852.223-70 shall be to the to the Goddard Space Flight Center Safety and Environmental Branch, Code 205.2, Tel 301-286-2281 and to the Contracting Officer. This should be a verbal notification and confirmed by FAX or E-Mail. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(End of clause)

**H.9 APPLICABILITY OF RIGHTS IN DATA (GSFC 52.227-93) (OCT 1988)**

The "Rights in Data - Special Works" clause of this contract applies to the following aspects (or items):

**TBD**

(End of clause)

**H.10 COORDINATION WITH SPACECRAFT CONTRACTOR (GSFC 52.234-90) (OCT 1988)**

The *Operational Land Imager (OLI)* to be delivered hereunder is to be integrated into a spacecraft and must, therefore, be compatible with the spacecraft. Liaison and coordination activity between the Contractor and the spacecraft contractor may be necessary. Such liaison coordination shall not be construed as authority for the spacecraft contractor to issue directives to the Contractor or authorize the acceptance of such direction, if any, by the Contractor. Neither shall the Contractor issue directives to the spacecraft contractor. Problems that cannot be solved between the Contractor and the spacecraft contractor as to mechanical, electrical or other interfaces shall be submitted in writing to the GSFC Technical Officer, Code 427, prior to, if possible, fabrication of the equipment with a copy to the Contracting Officer.

(End of clause)

**H.11 ADDITIONAL LAUNCH SUPPORT (GSFC 52.243-90) (OCT 1988)**

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This contract requires the Contractor to perform effort related to the launch of spacecraft. In the event that the Contractor completes performance of the effort required within the period specified but prior to the actual launch, the Contractor shall continue to furnish such additional effort as may be required and ordered by the Contracting Officer, until the actual launch. Within 30 calendar days after receipt of the order for additional effort, the Contractor shall submit a formal proposal for equitable adjustment, for the effort called for in the order, to the Contracting Officer in accordance with the procedures set forth in the Changes clause of this contract. An equitable adjustment will be made only if the delay in the launch is not due to failure of the contractor to meet the terms of this contract.

(End of clause)

**H.12 LAUNCH DELAYS (GSFC 52.243-91) (FEB 1991)**

The delivery schedule and/or period of performance of this contract is based upon a spacecraft launch date of ***TBD***. In the event of a Government directed delay of the launch date, the Contracting Officer may inform the Contractor, in writing, of the revised launch date, and allow the Contractor to submit a proposal for the effect of this delay on the cost, delivery schedule, or other terms of the contract. This may result in an equitable adjustment to the estimated cost, fee(s), if any, and delivery schedule or period of performance. Failure to agree to an adjustment shall be considered as a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as extended.

(End of clause)

**H.13 RESERVED**

**H.14 EXPORT LICENSES (1852.225-70) (FEB 2000)**

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any Government installation, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

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(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

**H.15 CONTRACTOR PROPOSED ENHANCEMENTS**

The Contractor shall provide the enhancements that are described in Attachment K. These enhancements, which are over and above the requirements required by the contract terms and conditions and the OLI Statement of Work, Specifications, Special Test Requirements, and Mission Assurance Requirements, were proposed by the Contractor in the proposal submitted in response to the OLI Request for Proposal. The incorporation of these enhancements does not relieve the Contractor from the responsibilities of meeting all other contract terms and conditions and the OLI Statement of Work and/or Specifications. The Contractor shall perform these enhancements on all work performed, unless specifically waived by the Contracting Officer in writing.

(End of clause)

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**I.1 SECTION I CLAUSES INCORPORATED BY REFERENCE**

- (52.202-1) DEFINITIONS (DEC 2001)
- (52.203-3) GRATUITIES (APR 1984)
- (52.203-5) COVENANT AGAINST CONTINGENT FEES (APR 1984)
- (52.203-6) RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- (52.203-7) ANTI-KICKBACK PROCEDURES (JUL 1995)
- (52.203-8) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-10) PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-12) LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 2003)
- (52.204-4) PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- (52.209-6) PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- (52.211-5) MATERIAL REQUIREMENTS (AUG 2000)
- (52.211-15) DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEPT 1990)
- (52.215-2) AUDIT AND RECORDS--NEGOTIATION (JUN 1999)
- (52.215-8) ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- (52.215-11) PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- (52.215-13) SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- (52.215-14) INTEGRITY OF UNIT PRICES (OCT 1997)
- (52.215-15) PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)
- (52.215-18) REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
- (52.215-19) NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- (52.215-21) REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- (52.216-7) ALLOWABLE COST AND PAYMENT (DEC 2002)
- (52.219-8) UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
- (52.219-9) SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)--ALTERNATE II (OCT 2001)
- (52.219-16) LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
- (52.219-23) NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUNE 2003) [the factor in para (b) is 10 percent} {offeror elects to waive adjustment [ ] }

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- (52.219-25) SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (OCT 1999)
- (52.222-1) NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- (52.222-19) CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2004)
- (52.222-20) WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
- (52.222-21) PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- (52.222-26) EQUAL OPPORTUNITY (APR 2002)
- (52.222-35) EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER DISABLED VETERANS (DEC 2001)
- (52.222-36) AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- (52.222-37) EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- (52.223-6) DRUG FREE WORK PLACE (MAY 2001)
- (52.223-14) TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- (52.225-1) BUY AMERICAN ACT--SUPPLIES (JUNE 2003)
- (52.225-8) DUTY FREE ENTRY (FEB 2000)
- (52.225-13) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)
- (52.227-1) AUTHORIZATION AND CONSENT (JUL 1995)--ALTERNATE I (APR 1984)
- (52.227-2) NOTICE AND ASSISTANCE REGARDING PATENT AND COPY-RIGHT INFRINGEMENT (AUG 1996)
- (52.227-11) PATENT RIGHTS--RETENTION BY CONTRACTOR (SHORT FORM) (JUN 1997) as modified by NASA FAR Supplement 1852.227-11
- (52.227-14) RIGHTS IN DATA-GENERAL (JUN 1987) as modified by NASA FAR Supplement 1852.227-14--ALTERNATE II (JUN 1987)
- (52.227-16) ADDITIONAL DATA REQUIREMENTS (JUN 1987)
- (52.227-17) RIGHTS IN DATA--SPECIAL WORKS (JUN 1987) as modified by NASA FAR Supplement 18-52.227-17 (PN89-72) (OCT 1995)
- (52.227-19) COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS (JUN 1987)
- (52.227-21) TECHNICAL DATA DECLARATION, REVISION AND WITHHOLDING OF PAYMENT--MAJOR SYSTEMS (JAN 1997)
- (52.228-7) INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
- (52.230-2) COST ACCOUNTING STANDARDS (APR 1998)
- (52.230-6) ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
- (52.232-17) INTEREST (JUN 1996)
- (52.232-22) LIMITATION OF FUNDS (APR 1984)
- (52.232-23) ASSIGNMENT OF CLAIMS (JAN 1986)
- (52.232-25) PROMPT PAYMENT (OCT 2003)
- (52.232-34) PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)[para (b)(1) fill-in (hereafter: "designated office"--Cost and Commercial Accounts Department,

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- Code 155, NASA/Goddard Space Flight Center, Greenbelt, MD 20771, FAX 301-286-1748, no later than concurrent with the first request for payment.]
- (52.233-1) DISPUTES (JULY 2002)--ALTERNATE I (DEC 1991)
  - (52.233-3) PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)
  - (52.242-1) NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
  - (52.242-3) PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
  - (52.242-4) CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
  - (52.242-13) BANKRUPTCY (JUL 1995)
  - (52.243-2) CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE V (APR 1984)
  - (52.243-6) CHANGE ORDER ACCOUNTING (APR 1984)
  - (52.244-2) SUBCONTRACTS (AUG 1998)--ALTERNATE I (AUG 1998) {paragraph (e) is "Professional and consultant costs as defined at FAR 31.205-33" and paragraph (k) is ("None")}
  - (52.244-5) COMPETITION IN SUBCONTRACTING (DEC 1996)
  - (52.245-5) GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)(MAY 2004) (DEVIATION) (SEP 1999)--(g)(5) of the clause shall read as follows: "The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--" The balance of (g)(5) is unchanged.
  - (52.245-18) SPECIAL TEST EQUIPMENT (FEB 1993)
  - (52.246-24) LIMITATION OF LIABILITY--HIGH VALUE ITEMS (FEB 1997)
  - (52.247-1) COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
  - (52.247-63) PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
  - (52.247-67) SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
  - (52.248-1) VALUE ENGINEERING (FEB 2000)
  - (52.249-6) TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
  - (52.249-14) EXCUSABLE DELAYS (APR 1984)
  - (1852.203-70) DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUNE 2001)
  - (1852.215-84) OMBUDSMAN (OCT 2003) The installation Ombudsman is William F. Townsend, Goddard Space Flight Center, Mailstop 100, Greenbelt, MD 20771, Business Phone: 301 286-5066, Fax 301 286-1714, E-mail address: William.F.Townsend@nasa.gov
  - (1852.216-89) ASSIGNMENT AND RELEASE FORMS (JUL 1997)
  - (1852.219-77) NASA MENTOR-PROTEGE PROGRAM (MAY 1999)
  - (1852.219-79) MENTOR REQUIREMENTS AND EVALUATION (MAR 1999)

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- (1852.223-74) DRUG-AND ALCOHOL-FREE WORKPLACE (MAR 1996)
- (1852.242-75) EARNED VALUE MEASUREMENT SYSTEM (MAR 1999)
- (1852.242-78) EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)
- (1852.243-71) SHARED SAVINGS (MAR 1997)

(End of By Reference Section)

**I.2 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA  
(52.223-3) (JAN 1997)--ALTERNATE I (JUL 1995)**

- (a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined by paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert NONE)

.....

.....

.....

Identification No.

.....

.....

.....

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of

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Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause.

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(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document, which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

(End of clause)

**I.3 OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM  
(52.217-7) (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor by TBD with a 30-day advance notice.

(End of clause)

**I.4 RIGHTS TO PROPOSAL DATA (52.227-23) (TECHNICAL) (JUN 1987)**

Except for data contained on pages TBD, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated TBD, upon which this contract is based.

(End of Clause)

**I.5 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)**

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and

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(d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

**I.6 NOTIFICATION OF CHANGES (52.243-7) (APR 1984)**

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change,

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

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(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within..... (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

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(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

**I.7 SUBCONTRACTS FOR COMMERCIAL ITEMS (52.244-6)(APR 2003)**

(a) Definitions. As used in this clause--

"Commercial item," has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontractor (except contracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793).

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(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

**I.8 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:

<http://www.arnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

**I.9 AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement Regulation (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**I.10 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)**

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(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

**I.11 SMALL BUSINESS SUBCONTRACTING REPORTING (1852.219-75) (MAY 1999)**

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in block 4 of the form. All other instructions for SF 295 remain in effect.

(b) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.

(End of clause)

**I.12 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)**

(a) Definitions.

“Historically Black Colleges or University”, as used in this clause means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority institutions”, as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

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“Small disadvantaged business concern”, as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

“Women-owned small business concern”, as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

**I.13 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

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(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

**I.14 CENTER FOR AEROSPACE INFORMATION (1852.235-70) (FEB 2003)**

(a) The Contractor should register with and avail itself of the services provided by the NASA Center for AeroSpace Information (CASI) (<http://www.sti.nasa.gov>) for the conduct of research or research and development required under this contract. CASI provides a variety of services and products as a NASA repository and database of research information, which may enhance contract performance.

(b) Should the CASI information or service requested by the Contractor be unavailable or not in the exact form necessary by the Contractor, neither CASI nor NASA is obligated to search for or change the format of the information. A failure to furnish information shall not entitle the Contractor to an equitable adjustment under the terms and conditions of this contract.

(c) Information regarding CASI and the services available can be obtained at the Internet address contained in paragraph (a) of this clause or at the following address:

Center for AeroSpace Information (CASI)

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7121 Standard Drive  
Hanover, Maryland 21076-1320  
Email: help@sti.nasa.gov  
Phone: 301-621-0390  
FAX: 301-621-0134

(End of clause)

**I.15 ENGINEERING CHANGE PROPOSALS (1852.243-70) (OCT 2001)--ALTERNATE II  
(SEP 1990)**

(a) Definitions.

"ECP" means an Engineering Change Proposal (ECP) which is a proposed engineering change and the documentation by which the change is described, justified, and submitted to the procuring activity for approval or disapproval.

(b) Either party to the contract may originate ECPs. Implementation of an approved ECP may occur by either a supplemental agreement or, if appropriate, as a written change order to the contract.

(c) Any ECP submitted to the Contracting Officer shall include a "not-to-exceed" estimated cost increase or decrease adjustment amount, if any, and the required time of delivery adjustment, if any, acceptable to the originator of the ECP. If the change is originated within the Government, the Contracting Officer shall obtain a written agreement with the Contractor regarding the "not-to-exceed" estimated cost and time of delivery adjustments, if any, prior to issuing an order for implementation of the change. An ECP accepted in accordance with the Changes clause of this contract shall not be considered an authorization to the Contractor to exceed the estimated cost in the contract Schedule, unless the estimated cost is increased by the change order or other contract modification.

(d) After submission of a Contractor initiated ECP, the Contracting Officer may require the Contractor to submit the following information:

(1) Cost or pricing data in accordance with FAR 15.403-5 if the proposed change meets the criteria for its submission under FAR 15.403-4; or

(2) Information other than cost or pricing data adequate for Contracting Officer determination of price reasonableness or cost realism. The Contracting Officer reserves the right to request additional information if that provided by the Contractor is considered inadequate for that purpose. If the Contractor claims applicability of one of the exceptions to submission of cost or pricing data, it shall cite the exception and provide rationale for its applicability.

(e) If the ECP is initiated by NASA, the Contracting Officer shall specify the cost information requirements, if any.

(End of clause)

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**I.16 USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEPTEMBER 1990)**

(a) Definitions.

"Rural area" means any county with a population of fewer than twenty thousand individuals.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding under as this contract, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) NASA prime and subcontractors are encouraged to use their best efforts to award subcontracts to small business concerns located in rural areas.

(c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small business concerns located in rural areas.

(d) The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder that offer subcontracting possibilities.

(End of clause)

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LIST OF ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)**

The following attachments constitute part of this contract:

Attachment	Description	Date	No. of Pages
A	Statement of Work (SOW)	TBD	TBD
B	Operational Land Imager Specification (OLI)	TBD	TBD
C	Special Test Requirements Documents (STR)	TBD	TBD
D	OLI Mission Assurance Requirements (MAR)	TBD	TBD
E	Ground Instrument Interface Document (GIID)	TBD	TBD
F	Contract Data Requirements List (CDRL) and Data Item Description (DID)	TBD	TBD
G	Operational Land Imager (OLI) Acronym List and Lexicon	TBD	TBD
H	Surveillance Plan	5/31/04	18
I	Small Business Subcontracting Plan	TBP	TBP
J	Safety and Health Plan	TBP	TBP
K	Contractor Proposed Enhancements	TBP	TBP

(End of clause)

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**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (52.203-11) (APR 1991)**

(a) The Definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

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**K.2 TAXPAYER IDENTIFICATION (52.204-3) (OCT 1998)**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

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(f) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_  
TIN \_\_\_\_\_

(End of provision)

**K.3 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)  
(52.204-5) (MAY 1999)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it  is a women-owned business concern.

(End of provision)

**K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has  has not , within a three-year period preceding this offer, had one or more contracts terminated by default by any Federal agency.

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(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**K.5 PLACE OF PERFORMANCE (52.215-6) (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance  
(street address, city, state,  
county, zip code)

Name and address of owner and  
operator of the plant or facility  
if other than offeror or respondent

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(End of provision)

**K.6 SMALL BUSINESS PROGRAM REPRESENTATIONS (52.219-1)  
(APR 2002)--ALTERNATE I (APR 2002)**

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.
- (2) The small business size standard is 1,000 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.
- (2) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
  - (i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
  - (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name

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or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American

\_\_\_\_\_ Hispanic American

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asia-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

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(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

**K.7 SMALL DISADVANTAGED BUSINESS STATUS (52.219-22) (OCT 1999)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations. (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—

/ / (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

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/ / (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) / / For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall—

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

**K.8 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (52.222-18) (FEB 2001)**

(a) Definition.

Forced or indentured child labor means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

---

---

Listed Countries of Origin

---

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(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

[ ] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

**K.9 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (52.222-22) (FEB 1999)**

The offeror represents that--

(a) It // has, // has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It // has, // has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

**K.10 AFFIRMATIVE ACTION COMPLIANCE (52.222-25) (APR 1984)**

The offeror represents that (a) it // has developed and has on file, // has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it // has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**K.11 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (52.223-13) (AUG 2003)**

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(a) Executive Order 13148, of April 21, 2000, Greening of the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

  / / (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65);

  / / (ii) The facility does not have 10 or more full time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

  / / (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

  / / (iv) The facility does not fall within Standard Industrial Classification Code (SIC) codes or their corresponding North American Industry Classification System sectors:

    (A) Major group code 10 (except 1011, 1081, and 1094).

    (B) Major group code 12 (except 1241)

    (C) Major group codes 20 through 39)

    (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

    (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis; or

  / / (v) The facility is not located within any State of the United States or its outlying areas.

(End of provision)

**K.12 BUY AMERICAN ACT CERTIFICATE (52.225-2)(JUNE 2003)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

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(b) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

**K.13 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (52.227-15) (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c.) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

/ / None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

/ / Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights In Data--General."

(End of provision)

**K.14 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION  
(52.230-1)(JUNE 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6).

**I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

/ / (1) Certificate of Concurrent Submission of Disclosure  
Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer

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(ACO) or cognizant Federal agency official authorized to act in that capacity (Federal Official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or cognizant Federal official acting in that capacity and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

/ / (2) Certificate of Previously Submitted Disclosure  
Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official where  
filed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

/ / (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

/ / (4) Certificate of Interim Exemption

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The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

**II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

// The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

**III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

// YES

// NO

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(End of provision)

**K.15 USE OF GOVERNMENT-OWNED PROPERTY (1852.245-79) (JUL 1997)**

(a) The offeror ( ) does, ( ) does not intend to use in performance of any contract awarded as a result of this solicitation existing Government-owned facilities (real property or plant equipment), special test equipment, or special tooling (including any property offered by this solicitation). The offeror shall identify any offered property not intended to be used. If the offeror does intend to use any of the above items, the offeror must furnish the following information required by Federal Acquisition Regulation (FAR) 45.205(b), and NASA FAR Supplement (NFS) 1845.102-71:

(1) Identification and quantity of each item. Include the item's acquisition cost if it is not property offered by this solicitation.

(2) For property not offered by this solicitation, identification of the Government contract under which the property is accountable and written permission for its use from the cognizant Contracting Officer.

(3) Amount of rent, calculated in accordance with FAR 45.403 and the clause at FAR 52.245-9, Use and Charges, unless the property has been offered on a rent-free basis by this solicitation.

(4) The dates during which the property will be available for use, and if it is to be used in more than one contract, the amounts of respective uses in sufficient detail to support proration of the rent. This information is not required for property offered by this solicitation.

(b) The offeror ( ) does, ( ) does not request additional Government-provided property for use in performing any contract awarded as a result of this solicitation. If the offeror requests additional Government-provided property, the offeror must furnish--

(1) Identification of the property, quantity, and estimated acquisition cost of each item; and

(2) The offeror's written statement of its inability to obtain facilities as prescribed by FAR 45.302-1(a)(4).

(c) If the offeror intends to use any Government property (paragraph (a) or (b) of this provision), the offer must also furnish the following:

(1) The date of the last Government review of the offeror's property control and accounting system, actions taken to correct any deficiencies found, and the name and telephone number of the cognizant property administrator.

(2) A statement that the offeror has reviewed, understands, and can comply with all property management and accounting procedures in the solicitation, FAR Subpart 45.5, and NFS Subparts 1845.5 and 1845.71.

(3) A statement indicating whether or not the costs associated with paragraph (c)(2) of this provision, including plant clearance and/or plant reconversion costs, are included in its cost proposal.

(End of provision)

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**L.1 SECTION L PROVISIONS INCORPORATED BY REFERENCE**

(52.204-6)	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)
(52.211-14)	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)(DO rated)
(52.215-1)	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
(52.215-16)	FACILITIES CAPITAL COST OF MONEY (JUNE 2003)
(52.222-24)	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
(1852.227-71)	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 1984)
(1852.233-70)	PROTESTS TO NASA (OCT 2002)

(End of By Reference Section)

**L.2 COMMUNICATIONS REGARDING THIS SOLICITATION (GSFC 52.215-96) (AUG 2000)**

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Patricia Dombrowski  
Phone: 301-286-0621  
(collect calls not accepted)

FAX: 301-286-0383

E-Mail: [Patricia.M.Dombrowski@nasa.gov](mailto:Patricia.M.Dombrowski@nasa.gov)

\*Address: NASA Goddard Space Flight Center  
Building 16W, Room N90E  
Greenbelt, MD 20771  
Attention: Patricia Dombrowski, \*Mail Code 210.6

\*(Note: Must be complete, including Mail Code, on all transmittals.)

The Government will answer relevant and appropriate questions regarding this solicitation. Any offeror questions should be submitted as soon as possible. Questions that the Government may have otherwise answered, may not be answered if submitted too late to permit transmittal to all potential offerors reasonably in advance of the due date.

(End of provision)

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**L.3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (52.211-3) (JUN 1988)**

The specifications cited in this solicitation may be obtained from:

<http://standards.nasa.gov>

Note: The General Instrument Interface Document (GIID) and NPOESS System Specification are International Traffic and Arms Regulation (ITAR) – controlled documents and, therefore, only available for view by business entities incorporated to do business in the U.S. To gain access, please contact Patricia Dombrowski on 301-286-0621. You will be required to confirm, in writing, that you are employed by and represent such an entity.

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(End of provision)

**L.4 TYPE OF CONTRACT (52.216-1) (APR 1984)**

The Government contemplates award of a **cost-plus-award fee (CPAF)** contract resulting from this solicitation.

(End of Provision)

**L.5 SERVICE OF PROTEST (52.233-2) (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Dock Master  
Goddard Space Flight Center  
Greenbelt, MD 20771  
Building 16W—Shipping and Receiving Dock

Prominently mark the envelope or package as follows:

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**Protest: Solicitation Number (enter solicitation number)**

**Attn: Ms. Patricia M. Dombrowski**

**GSFC Mail Code 210.6**

**Contracting Officer Phone No. 301-286-0621**

Note: The Building 16W Shipping and Receiving dock is open from 7:30AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which includes mailroom operations. Protests will be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is public access to the Building 16W Shipping and Receiving Dock. GSFC passes, badges, escorts, etc. are not required for access to the receiving dock.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**L.6 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (52.252-1)  
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) provisions:

<http://www.arnet.gov/far/>

NASA FAR Supplement (NFS) provisions:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of provision)

**L.7 PROPOSAL PAGE LIMITATIONS (1852.215-81) (FEB 1998)**

(a) The following page/time limitations are established for each portion of the proposal submitted in response to this solicitation.

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<u>Item</u>	<u>Page Limit</u>
Mission Suitability Proposal	100*
Cost Proposal	
Volume 1	None
Volume 2 (BOE's)	2 pages per BOE
Business Proposal	None

\*The page limitation for the mission suitability proposal does NOT include the Safety and Health Plan, the Small Business Subcontracting Plan, Small Disadvantaged Business Participation Program, and the offeror's proposal matrix.

(b) A page (including a page of facing page text) is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. **Non-Standard text, including graphics, charts, tables and call-outs shall use no smaller than 8-point type.** Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(d) If final proposal revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

(End of provision)

**L.8 SAFETY AND HEALTH PLAN (1852.223-73) (APR 2002)**

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPG 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

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(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

**L.9 INSURANCE--IMMUNITY FROM TORT LIABILITY (1852.228-80) (SEPT 2000)**

If the offeror is partially or totally immune from tort liability to third persons as a State agency or as a charitable institution, the offeror will include in its offer a representation to that effect. When the successful offeror represented in its offer that it is immune from tort liability, the following clause(s) will be included in the resulting contract:

(a) When the offeror represents that it is partially immune from tort liability to third persons as a State agency or charitable institution, the clause at FAR 52.228-7, Insurance--Liability to Third Persons, and the associated NFS clause 1852.228-81, Insurance--Partial Immunity From Tort Liability, will be included in the contract.

(b) When the offeror represents that it is totally immune from tort liability to third persons as a State agency or as a charitable institution, the clause at NFS 1852.228-82, Insurance--Total Immunity From Tort Liability, will be included in the contract.

(End of provision)

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**L.10 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-TARGETS  
(52.219-24) (OCT 2000)**

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

(End of provision)

**L.11 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM (1852.242-74) (MAR 1999)**

(a) The offeror shall provide documentation that the cognizant Administrative Contracting Officer (ACO) has recognized that:

(1) The proposed earned value management system (EVMS) complies with the EVMS criteria of NASA Policy Directive (NPD) 9501.3, Earned Value Management, or DoD 5000.2-R, Mandatory Procedures for Major Defense Acquisition Programs and Major Automated Information Systems Acquisition Programs; or

(2) The company EVM system conforms with the full intentions of the guidelines presented in ANSI/EIA Standard 748, Industry Guidelines for Earned Value Management Systems.

(b) If the offeror proposes to use a system that does not meet the requirements of paragraph (a) of this provision, the successful offeror shall submit a plan for compliance with the NASA EVM criteria as described in NPD 9501.3.

(1) The plan shall --

(i) Describe the EVMS the offeror intends to use in performance of the contract;

(ii) Distinguish between the offeror's existing management system and modifications proposed to meet the criteria:

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- (iii) Describe the management system and its application in terms of the criteria;
- (iv) Describe the proposed procedure for administration of the criteria as applied to subcontractors; and
- (v) Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with EVMS criteria.

(2) The Government will review the offeror's plan for EVMS before contract award. The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.

(c) Offerors shall identify in their proposals the major subcontractors, or major subcontracted efforts if major subcontractors have not been selected, planned for application of EVMS. The prime contractor and the Government shall agree to subcontractors selected for application of EVMS.

(End of provision)

## **L.12 STANDARD FORM 33 AND SUBMITTAL OF OFFER**

This portion of the proposal shall be included under the same cover (volume) as the Business Proposal.

### **1. SF 33, Offeror Fill In's and Section K**

Blocks 12 through 18 of the SF 33 and the indicated offeror required fill-in's in Sections B-K must be completed. The signed SF33, the pages with the required fill-in's, and all of Section K must be submitted. The balance of the solicitation need not be returned unless the offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified in the Summary of Exceptions.

### **2. Offer Acceptance Period**

It is requested that offerors indicate, in Block 12 of the SF 33, a proposal validity period of 180 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors--Competitive Acquisitions", a different validity period may be proposed by the offeror.

### **3. Summary of Exceptions**

List all exceptions to the terms and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, or refer to where the reason is addressed in the proposal. This list must include all exceptions, both "business" and "technical". Offerors are cautioned that exceptions may result in a

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determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an offeror if award is made without discussions, or may otherwise affect an offeror's competitive standing.

(End of Provision)

**L.13 MISSION SUITABILITY PROPOSAL INSTRUCTIONS (COMPETITIVE)**

Contents of Mission Suitability Proposal Instructions

1. General Instructions
2. Mission Suitability Proposal Format
3. Mission Suitability Instructions by Subfactor
4. Offeror Deviations/Exceptions

**1. General Instructions**

**General Technical Instructions**

The Mission Suitability Proposal must include a discussion of your plan to meet the requirements of the contemplated contract. The Mission Suitability Proposal should be specific, detailed, and complete enough to clearly and fully demonstrate that you understand the requirements and the inherent problems associated with the objectives of this procurement. Stating that you understand and will comply with the specifications, or paraphrasing the specifications is inadequate as are phrases such as: "Standard procedures will be employed" and "Well-known techniques will be used."

The Mission Suitability Proposal must be sufficient as to how you propose to comply with the applicable specifications, including a full explanation of the techniques and procedures you propose to follow. Information previously submitted, if any, will be considered only to the extent it is resubmitted. It should not be incorporated by reference.

**Contractor-Proposed Enhancements**

Proposals will be evaluated against the requirements specified in this solicitation. Although the Government does not encourage/discourage enhancements to the OLI Statement of Work, Specification, Special Test Requirements, and Mission Assurance Requirements in the technical, offerors may choose to propose performance enhancements. In order for the Government to consider a proposed enhancement's value, the offeror must clearly provide for the enhancement in Contract Attachment K, Contractor Proposed Enhancements, and the offeror must describe the benefit of the proposed enhancement in the proposal under the applicable Mission Suitability subfactor. The offeror shall include Contract Attachment K as part of the model contract included in the Business Volume of the proposal. The offeror may receive credit for the proposed enhancement only to the extent of its description in Attachment K, as explained in its mission suitability proposal.

**2. Mission Suitability Proposal Structure/Format**

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Offerors shall include a matrix detailing where in your proposal all information specified in **L.13.3** are contained. This matrix will be used by the evaluators to better understand the specific structure of your proposal. This matrix will not be counted against the page limit of the Mission Suitability proposal.

The Mission Suitability Proposal must be divided and presented by each Mission Suitability subfactor as follows:

- Subfactor A--Instrument Design Concept
- Subfactor B--Instrument Testing and Calibration Planning
- Subfactor C--Management, Systems Engineering, Performance Assurance
- Subfactor D—Safety and Health
- Subfactor E--Small Disadvantaged Business (SDB) Participation Program (FAR 19.12)
- Offeror Deviations/Exceptions

**Technical Proposal on Disk**

In addition to the bound paper volumes of your Mission Suitability proposal, provide two copies of your Mission Suitability proposal on compact disk (CD). Any tables, figures, fold-out pages or any other material which are graphic in nature should be included on the CD in such a way as to allow this material to be viewed, copied, or printed.

These CD's will be used primarily to assist evaluators with focused (e.g., keyword) searches for information within your Mission Suitability proposal. Therefore, the entire proposal, including any tables, figures, fold-out pages or any other material which are graphic in nature, must be included on the CD in such a way that a word search can be performed. However, only the paper copy will be used for evaluation purposes. If the CD's contain information not contained in the paper copy of the proposal this information will not be used in the evaluation.

If necessary to segment the proposal on multiple files either because of disk space or other limitations, the files should be as large as possible (allowing minimal "file or document opening, closing or switching" for viewing or searching) and have a logical relationship to the proposal structure. The disks and files shall be in a form that will allow a copy to be made for transfer into or out of a computer disk storage system and shall be free of any known viruses. Page numbering on the disk file or files shall agree with the page numbers printed on the paper version of the Mission Suitability proposal.

MS DOS compatible CD format shall be provided in Microsoft Word, Version 2000 and in PDF format entirely readable by Adobe Acrobat PDF reader 5.0 as available by internet, <http://www.adobe.com> (appropriately labeled). Include a READ ME type file with each CD detailing the type and version of the word processing package utilized, explaining the disk file structure and naming conventions used and any other information that you feel may be helpful to use these files effectively for the intended purpose.

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**3. Mission Suitability Instructions by Subfactor**

The paragraph numbers and indentations/bullets within the subfactors should not be construed as any indication of priority or as any establishment of elements or criteria. The numbering and indentations/bullets are provided only for clarity and ease of reading.

***SUBFACTOR A – INSTRUMENT DESIGN CONCEPT***

1. General Design

1.1 Describe the general instrument design, including instrument block diagram and functionality description to the subsystem level. Include descriptions of focal plane layout, general detector/sensor chip assembly characteristics, optical characteristics, key mechanical design attributes, including mechanisms and deployables, instrument thermal control concepts, instrument data architecture and data flow, and the command telemetry, and data handling system and interfaces with the spacecraft.

1.2 Provide a top-level summary of design/performance budgets, including estimated mass, power, volume, and data rates with margins/contingency identified separately. Include data rates off the focal plane and out of the focal plane electronics, into the Data Storage and Playback (DSAP), and out of the Data Storage and Playback (DSAP).

1.3 Discuss assessment of Technical Readiness Levels of key instrument subsystems such as the focal plane, mechanisms, DSAP, etc.

1.4 Discuss the planned use of engineering models, structural/thermal models, and simulators including a description of the capabilities and levels of fidelity of the models and simulators and how the planned use of models and simulators will mitigate risk in the program.

2. Detailed Subsystem/System Design

2.1 Describe key optical and focal plane design attributes, including how the spectral uniformity of the bands will be maintained across the full field of view, and concepts for control of stray light, crosstalk, and ghosting, and other image artifacts such as striping, banding, gradients, and coherent noise.

2.2 Discuss plans and processes to establish and maintain adherence to the spacecraft interfaces required in the NPOESS GIID including a description of how the OLI Reflective Band Sensor (RBS) will meet all of the requirements in the specification in the presence of yaw relative to the ground track of +/-3.8 degrees due to the NPOESS spacecraft being an inertially orientated, geodetically pointed platform per the GIID.

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- 2.3 Describe the approach to suppressing and/or measuring line of sight jitter.
- 2.4 Describe data architecture details, including band sequential organization of data, compression, data file organization, file architecture.

3. System Performance Estimates

- 3.1 Estimate and discuss radiometric, spectral, geometric, and spatial performance and margins.
- 3.2 To demonstrate requirements compliance, provide an end-to-end system analysis for specified system performance requirements, including, at a minimum: Signal to Noise Ratio (SNR), edge response slope, Ground Sample(ing) Distance (GSD), focal length, F#, and quantization levels. Provide an analysis, which demonstrates Line of Sight (LOS) stability. Include assumptions used in analyses, including detector quantum efficiencies, optical transmissions, and detector integration times.

***SUBFACTOR B – INSTRUMENT TESTING AND CALIBRATION PLANNING***

1. Functional and Environmental Testing

Discuss the instrument integration and test approach, including, but not limited to, the following:

- 1.1 Describe subassembly, assembly, and unit level fabrication flow and functional and environmental testing at each assembly level.
- 1.2 Describe the overall approach to verifying the spatial, spectral, and radiometric performance of the instrument as specified by Specification paragraphs 4.2.2, 4.2.3, and 4.2.4.
- 1.3 Discuss how the testing and verification requirements of the Mission Assurance Requirements (MAR) will be met.
- 1.4 Describe the proposed approach to verifying instrument performance on-orbit.
- 1.5 Describe performance assurance approach, organization, tools, and standards, including plans for adherence to the MAR
- 1.6 Describe the instrument life testing program.

2. Calibration and Characterization

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- 2.1 Discuss the instrument ground calibration methodology and characterization approach and how the requirements of the Special Test Requirements (STR) Documents will be met.
- 2.2 Describe how the absolute and relative (detector-to-detector in a band if multiple detectors are used) radiometric calibration and stability will be measured and maintained prior to launch, through launch and on-orbit.
  - 2.2.1 Describe the on-board calibration methodology for all channels including concept of operations, recommended frequency of calibration, and availability of calibration opportunities. Include a description of on-board calibration hardware.
  - 2.2.2 Describe how the dark level(s) of the detector(s) will be controlled and measured on-orbit.
- 2.3 Describe how the detector lines-of-sight relative to the Reflective Band Sensor (RBS) optical axes will be determined during pre-launch instrument characterization.
- 2.4 Describe how the orientation of the RBS optical axes relative to the RBS mounting surface will be determined both during pre-launch instrument characterization and in on-orbit operation.

***SUBFACTOR C – MANAGEMENT, SYSTEMS ENGINEERING, PERFORMANCE ASSURANCE***

1. Describe the organization and the management methods that will be used for performance of the contract. The Offeror shall provide an organization chart that identifies where OLI fits within the corporate structure.
2. Describe your approach to subcontract management and management of teaming arrangements. Describe any methods (e.g., use of contract fees) which program management shall use to motivate positive performance by subcontractors and team members.
3. Provide a detailed schedule down to one level below sub-system (i.e. focal plane, telescope assembly, etc) level, showing critical path(s), major design reviews, fabrication, assembly test, delivery, planned start and stop dates, and schedule slack and reserve. Include focal plane array/detectors design and development and instrument engineering model development and testing in the schedule .
4. Describe system engineering approach, organization, tools, and standards.
5. Describe the approach to defining interfaces with the spacecraft provider(s), including interface requirements definition and planned use of resources.
6. Describe plans for risk reduction, i.e. what activities will be undertaken to reduce developmental risk.

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7. Describe the approach to post-launch checkout and sustaining engineering for the contract period.

8. Small Business Subcontracting Program (Refer to FAR 19.7)

This applies ONLY to large businesses.

The submitted Small Business Subcontracting Plan and proposed goals will be evaluated within this subfactor as a program management consideration. However, SDB participation (FAR 19.12) will be evaluated separately under the SDB Participation subfactor.

This solicitation contains FAR clause 52.219-9, “Small Business Subcontracting Plan—Alternate II”. The Subcontracting Plan described and required by the clause, including the associated subcontracting percentage goals, and subcontracting dollars, and past performance in meeting proposed Small Business Subcontracting Plan goals and SDB targets under previous contracts, must be submitted with your proposal.

The Government’s assessment of appropriate subcontracting goals for this acquisition, EXPRESSED AS A PERCENT OF CONTRACT VALUE, is as follows:

Small Disadvantaged Business Concerns	<b>5.0%</b>
Women Owned Small Business Concerns	<b>2.5%</b>
Historically Black Colleges and Universities	<b>0.5%</b>
HUBZone Small Business Concerns	<b>0.5%</b>
Veteran Owned Small Business Concerns	<b>1.0%</b>
Service-Disabled Veteran-Owned Small Business Concerns	<b>0.5%</b>
*Other Small Business Concerns	<b>0.5%</b>
 Total Small Business Subcontracting	 <b>10.5%</b>

\*Those Small Business Concerns that are not Small Disadvantaged, Women Owned, Historically Black Colleges and Universities, HUBZone Small Business Concerns, Veteran Owned Small Business Concerns or Service-Disabled Veteran-Owned Small Business Concerns.

Offerors are encouraged to propose goals that are equivalent or greater than those recommended by the Contracting Officer. However, offerors should perform an independent assessment. The goals included in the submitted Subcontracting Plan may be higher, lower, or the same as the recommended goals, depending upon the offeror’s independent assessment. Offerors shall discuss the rationale for any goal proposed that is less than the contracting officer’s recommended goal in any category. The offeror shall address efforts made to establish a goal for that category and what ongoing efforts, if any the offeror plans during performance to increase participation in that category.

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Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed above in terms of percent of contract value.

The submitted Small Business Subcontracting Plan and proposed goals will be evaluated within the Management, Systems Engineering, Performance Assurance subfactor under the Mission Suitability Factor as discussed in Section M.

(NOTE: FOR PURPOSES OF THE SUBCONTRACTING PLAN, THE PROPOSED GOALS MUST BE STATED AS A **PERCENT OF TOTAL SUBCONTRACTS**, NOT AS A PERCENT OF CONTRACT VALUE).

**Begin example:**

Assume a proposed contact value of \$20M and proposed goals that equate to the following, which are EXPRESSED AS A PERCENT OF CONTRACT VALUE:

Small Disadvantaged Business Concerns	4.5%
Women Owned Small Business Concerns	2.0%
Historically Black Colleges and Universities	.5%
HUBZone Small Business Concerns	.5%
Veteran Owned Small Business Concerns	1.0%
Service-Disabled Veteran-Owned Small Business Concerns	.5%
Other Small Business Concerns	11.0%
 Total Small Business Subcontracting (as percent of contract value)	 20.0%

Then, the resulting statement of dollars that the offeror would include in the Subcontracting Plan, as required by paragraph (d)(2) of FAR clause 52.219-9, would be as follows:

Small Disadvantaged Business Concerns	\$900,000
Women-Owned Small Business Concerns	400,000
Historically Black Colleges and Universities	100,000
HUBZone Small Business Concerns	100,000
Veteran-Owned Small Business Concerns	200,000
Service-Disabled Veteran Owned Small Business Concerns	100,000
Other Small Business Concerns	2,200,000
 Total Small Business Subcontracting	 \$ 4,000,000

HOWEVER, the Subcontracting Plan must express goals as a percent of total planned subcontracts. Assuming total subcontracting of \$10M, the resulting percentage goals, EXPRESSED AS A PERCENT OF TOTAL SUBCONTRACT DOLLARS, and which would be stated in the Subcontracting Plan as required by paragraph (d)(1) FAR clause 52.219-9 would be:

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Small Disadvantaged Business Concerns	9%
Women Owned Small Business Concerns	4%
Historically Black Colleges and Universities	1%
HUBZone Small Business Concerns	1%
Veteran Owned Small Business Concerns	2%
Service Disabled Veteran-Owned Small Business Concerns	1%
Other Small Business Concerns	22%

(End of example)

***SUBFACTOR D—SAFETY AND HEALTH***

The offeror shall provide a safety and health plan in accordance with NFS Clause 1852.223-73, entitled “Safety and Health Plan”. The offeror shall discuss its approach to compliance with all applicable NASA policies and procedures relative to safety, occupational health, and NASA Procedures and Guidelines (NPG) 8715.3 “NASA Safety Manual.” The plan shall address the offeror’s past safety record and accident history subcontractor employee safety and occupational health for those proposed subcontracts.

This plan, as approved by the Government, will be included in any resulting contract. Offerors are directed to NPG 8715.3, Appendix H instructions regarding the contents of Safety and Health Plan. NPG 8715.3 can be accessed at the following website:

[http://nodis.hq.nasa.gov/Library/Directives/NASA-WIDE/Procedures/Program\\_Management/N\\_PG\\_8715\\_3/appendices/appendixh.html](http://nodis.hq.nasa.gov/Library/Directives/NASA-WIDE/Procedures/Program_Management/N_PG_8715_3/appendices/appendixh.html).

Describe your approach for handling the hazardous materials identified in Clause 52.223-3, "Hazardous Material Identification and Material Safety Data – Alternate I".

***SUBFACTOR E – SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION PROGRAM***

(Notice: These instructions apply to BOTH large and small business offerors except SDB offerors. They apply to SDB offeror(s) ONLY if the SDB offeror has waived the price evaluation adjustment factor by completing paragraph (c.) of FAR clause 52.219-23, “Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns” in Section I of this solicitation. The waiver, if elected, makes the particular SDB offeror INELIGIBLE for the price evaluation factor adjustment but ELIGIBLE for the “evaluation credit” (points) associated with the SDB participation subfactor described in Section M.)

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This solicitation is for a requirement within one of the North American Industry Classification System (NAICS) Industries determined by the Department of Commerce in accordance with FAR 19.201(b) and meets the applicability conditions of FAR 19.12, “Small Disadvantaged Business Participation Program.”

A separate Mission Suitability subfactor for SDB participation is described in Section M.

Offerors must:

- a. Complete GSFC clause 52.219-91, “Small Disadvantaged Business Participation--Contract Targets,” in Section H of this solicitation.
- b. Indicate the total amount of target SDB participation as a percentage of contract value
- c. Briefly describe work that shall be performed by SDB subcontractor(s). Identify any work considered “high technology.” If the subcontractor(s) is known, tie the work to the subcontractor identified by the offeror in GSFC clause 52.219-91.
- d. Provide the offeror’s record of past participation of SDB concerns in subcontracts and the type of work subcontracted such as production, engineering services, research, development, etc. over the past three full years. Copies of SF 295’s can be part of the supporting information submitted.
- e. Identify, by contract number and contracting agency, SDB subcontracting incentives earned under any Government contracts in the last three years. If incentives were available, but not earned, so state.
- f. Provide a brief description of the offeror’s established or planned procedures and organizational structure for SDB outreach, assistance, counseling, market research and SDB identification, and relevant purchasing procedures. Large businesses may reference applicable portions of the submitted Small Business Subcontracting Plan.

**4. Deviations\Exceptions (Mission Suitability Proposal)**

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these mission suitability proposal instructions or to any of the technical requirements of this solicitation, such as the statement of work and related specifications.

(End of text)

**L.14 REQUIREMENTS FOR COST PROPOSAL**

General Instructions

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**In accordance with FAR Provision 52.215-20 (Alternate IV), submission of cost or pricing data is not required. However, in order to assess cost reasonableness and cost realism, you shall provide other than cost or pricing data as described herein.**

The cost proposal will be in two separate volumes:

1. Cost Information (Volume 1)
2. Bases of Estimate (BOE) (Volume 2)

Cost proposal exhibits and schedules are included with this RFP. Exhibits generally relate to summarization of all elements of cost for a specified item, function or task, whereas schedules generally relate to a single element of cost such as labor, material or overhead. In all cases, final monetary extensions may be expressed as the closest whole dollar amount, with cents omitted.

The cost information volume shall be consistent with the BOE volume and reflect the same direct labor hours, material, travel and other elements of resources listed in the BOE volume. Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences that are normally cited direct as labor are to be separately identified and priced or included in indirect cost. Duty charges, if any, shall be included in the cost, regardless of whether or not duty free certificates are obtained.

The required format for other than cost or pricing data is for evaluation purposes. The cost/price information submitted shall be in accordance with the offeror's normal estimating and/or accounting system or the system set forth in the Cost Accounting Standards Board Disclosure Statement required by Public Law 100-679. If the offeror's estimating and/or accounting practice differs from the required cost exhibits and schedules format, the offeror's should augment the format as necessary to accommodate all of their proposed costs. However, to expedite the evaluation of proposal, offerors should attempt to maintain the provided format as much as possible.

The Government intends to use an IBM PC compatible computer with Windows 2000 in the evaluation of cost proposals. In addition to the required hard copies, the offeror shall submit both volumes of the cost proposal on compact disk (CD). Volume 1 data files shall be in XLS file format (MS Excel 5.0 or later) or compatible format. Major subcontractors, (any subcontract or teaming arrangement expected to be more than 5% of total contract value) are required to provide cost data in these same formats. The offeror shall include all formulas in the cost charts to substantiate the whole dollar amount proposed. Volume 2 (BOE) data files shall be in MS DOS compatible CD format and in PDF format entirely readable by Adobe Acrobat PDF reader 5.0 as available by internet, <http://www.adobe.com> (appropriately labeled). The offeror shall provide written documentation that describes the contents of each CD and of each file. Two copies of the CD(s) shall be submitted with one copy identified as the backup.

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Include a READ ME type file with each CD detailing the type and version of the word processing package utilized, explaining the disk file structure and naming conventions used and any other information that you feel may be helpful to use these files effectively for the intended purpose.

If necessary to segment the proposal on multiple files either because of disk space or other limitations, the files should be as large as possible (allowing minimal “file or document opening, closing or switching” for viewing or searching) and have a logical relationship to the proposal structure. The disks and files shall be in a form that will allow a copy to be made for transfer into or out of a computer disk storage system and shall be free of any known viruses. Page numbering on the disk file or files shall agree with the page numbers printed on the paper version of the proposal.

When the proposal is submitted, also submit one hard copy including attachments, to: (1) the cognizant Administrative Contracting Officer, and (2) the cognizant Contract Auditor. Include in your cost information (Volume 1), the name, address, point of contact, and phone number of the Administrative Contracting Officer and Contract Auditor.”

The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. Access does not extend to cost or profit information or other data relevant solely to the Contractor’s determination of the prices to be offered in the catalog or marketplace.

Work Breakdown Structure (WBS): The offeror's proposed WBS shall be used to structure the exhibits and schedules of the cost/price proposal volume. Cost shall be developed to the fourth level with Level 1 being the contract, Level 2 – 1.0, 2.0, 3.0, Level 3 – 1.1, 1.2, 2.2, 3.2, Level 4 – 1.1.1, 1.2.1, 2.2.1, 3.2.1, etc.

Preparation of Proposal Information:

Provide separate cost and fee for each of the following:

- Instrument number 1
- Instrument number 2
- Instrument number 3 – Option exercised by TBD with a 30-day advance notice. The offeror shall provide a date or milestone for which the option for Instrument #3 may be exercised to allow for common parts buy (parts procured together, yet instruments delivered separately) with Instrument #1 and #2, i.e., PDR, CDR, or a specific number of months after contract award.

The offeror shall provide the date the option must be exercised by in the above section as well as in Section B, Clause B.1, Item A-12, Section H, Clause H.5, Options and Section I, Clause I.3, Option for Increased Quantity.

2. Cost Information Volume 1

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All information required by the prime offeror under items d-f below is also required by major subcontractors or team members (any subcontract or teaming arrangement expected to be more than 5% of total contract value).

a. Table of Contents: The cost proposal shall be prefaced by a Table of Contents and shall specify, by page number, where each cost/price format and each piece of narrative data is located. The required exhibits and schedules are:

Exhibit 1 – Cost Summary by WBS Element

Exhibit 2 – Cost Summary by Government Fiscal Year

Exhibit 3 – Funding Summary by Quarter

Schedule A – Rate Schedule

Schedule B - Probable Subcontractors

Schedule C – Major Material Items

Schedule D – Travel

b. Business Systems:

(1) Summary of Estimating System. Provide a summary description of your standard estimating system or methods. The summary description shall cover separately each major cost element (e.g., Direct Material, Engineering Labor, Manufacturing Labor, Indirect Costs, Other Direct Costs, Overhead, G&A, etc.). Also, identify any deviations from your standard estimating procedures in preparing this proposal volume. Indicate whether you have Government approval of your estimating system and, if so, provide evidence of such approval.

(2) Purchasing System. Provide a summary description of your purchasing system or methods (e.g., how material requirements are determined, how sources are selected, when firm quotes are obtained, what provision is made to ensure quantity and other discounts). Also, identify any deviations from your standard procedures employed in preparing this proposal. Indicate whether you have Government approval of your purchasing system and if so, provide evidence of such approval.

(3) Accounting System. Indicate whether or not you have a Government-approved accounting system and if so, provide evidence of such approval.

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c. Schedule of Rates.

(1) Submit a schedule showing proposed direct and indirect rates by Government Fiscal year (GFY). This schedule is to include (but separately identify) offeror, team members, major subcontractor(s) and inter-divisional transfer(s) rates. Note, if team member rates, subcontractor cost proposals or inter-divisional rates are not available to the offeror, the offeror shall have this data sent directly to the CO by the proposal deadline and reference this RFP number (see below for format). Offerors shall describe/demonstrate how they converted their FY rates to Government FY rates. Reference Excel Chart below for demonstrating "Contractor Year to Government Fiscal Year Conversion".

**CONTRACTOR FISCAL YEAR TO GOVERNMENT FISCAL YEAR CONVERSION**

Date:

Proposing Entity:

	<b>Labor</b>				
	<b>Escalation</b>	<b>Fringe Benefit</b>	<b>Overhead</b>	<b>G&amp;A Expense</b>	<b>Other Rate</b>
	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	
Government Fiscal Year 1					
*Portion of Contractor FY From: _____ to _____					
*Portion of Contractor FY From: _____ to _____					
Government Fiscal Year 1 Composite					
Government Fiscal Year 2					
*Portion of Contractor FY From: _____ to _____					
*Portion of Contractor FY From: _____ to _____					
Government Fiscal Year 2 Composite					
Government Fiscal Year 3					
*Portion of Contractor FY From: _____ to _____					
*Portion of Contractor FY From: _____ to _____					
Government Fiscal Year 3 Composite					
Government Fiscal Year 4					
*Portion of Contractor FY From: _____ to _____					
*Portion of Contractor FY From: _____ to _____					
Government Fiscal Year 4 Composite					
Government Fiscal Year 5					
*Portion of Contractor FY From: _____ to _____					
*Portion of Contractor FY From: _____ to _____					
Government Fiscal Year 5 Composite					

BASIS OF APPLICATION RATE

APPLIED TO:

\*Explain Basis of Allocation of Contractor FY Rates to Obtain Government Fiscal Year Rates

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- (2) Offerors shall submit data to support all indirect rates used in calculating the proposed costs. Each offeror shall indicate whether the proposed indirect rates are those negotiated under a Forward Pricing Rate Agreement (FPRA). If the offeror has a current FPRA and has proposed rates other than the FPRA rates, the offeror shall identify the proposed rate versus the FPRA rate and state the estimated total cost difference. In addition, each offeror shall explain the method and base of application for each rate.
- (3) The escalation proposed for labor must be stated along with the actual escalation experienced in the last three years. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not proposed, explain why.

**SCHEDULE A - RATE SCHEDULE**

RATES	GFY 2005	GFY 2006	GFY 2007	GFY 2008
(all categories of labor such as:)				
Program Manager				
Program Engineer				
(all indirect rates, such as:)				
Overhead				
Fringe Benefit				
Material Overhead				
G&A				
Facilities Capital Cost of Money (FCCM)				
Award Fee				

d. Cost Summary – Three sets of charts are required. The requirements for each set are set forth below. Within each set, each chart shall have the same format (number of columns, number of rows, headers, titles, etc.) If there are multiple rates within a cost element, such as G&A, Overhead, and FCCM, the offeror shall provide a separate line for each rate.

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1. Cost Summary by WBS Elements: Provide a cost summary for the contract by WBS, starting at level 4 and then summarizing for each higher level, for each Government Fiscal Year (GFY). The offeror also shall include a cost summary sheet that totals all WBS's by Government Fiscal Year (see format below):

**WBS XXX Exhibit 1 - Cost Summary By WBS Element**

<b>(Title)</b>				
<b>COST ELEMENT</b>	<b>GFY 2005</b>	<b>GFY 2006</b>	<b>Etc.</b>	<b>TOTAL</b>
Prime Hours				
Inter-divisional Hours				
<b>Total Direct Hours</b>				
Direct Labor				
Overhead				
Material				
Subcontracts				
Interdivisional				
Other Direct Costs				
Subtotal				
G&A				
<b>Estimated Cost</b>				
Facilities Capital Cost of Money (FCCM)				
Award Fee				

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2. Cost Summary by Government Fiscal Year – Provide a cost summary by element of cost at WBS Level 1 and Level 2 for each GFY. (see the format below)

**WBS XXX Exhibit 2 - Cost Summary By Government Fiscal Year**

<b>Title</b>				
<b>Government Fiscal Year</b>	<b>GFY 2005</b>	<b>GFY 2006</b>	<b>Etc.</b>	<b>TOTAL</b>
<b>COST ELEMENT</b>				
Hours (by individual labor category)				
Program Manager				
Secretary (etc.)				
Inter-divisional Hours				
<b>Total Direct Hours</b>				
Direct Labor Dollars (by individual labor category)				
Program Manager				
Secretary (etc.)				
Inter-divisional Hours				
<b>Total Direct Labor Hours</b>				
Overhead				
Material				
Subcontracts				
Interdivisional				
Other Direct Costs				
Subtotal				
G&A				
<b>Estimated Cost</b>				
Facilities Capital Cost of Money (FCCM)				
Award Fee				

3. Funding Summary by Quarter – Provide cumulative funding requirements, cumulative cost and manpower in Full Time Equivalent (FTE) units, by quarter. (see format below)

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**Exhibit 3 - Funding Summary By Quarter**

Quarter	Cumulative Funding	Cumulative Cost	Manpower (FTE)
1			
2			
3			
etc.			

e. Subcontracts

A "subcontract" is any contract, teaming arrangement, purchase order, material order, interorganizational transfer, etc. that is a direct cost to this acquisition.

(1) Probable Subcontractors. For all inter-divisional transfers and for subcontracts including non-competitive over \$1,000,000, submit a listing of the proposed probable subcontractors showing (a) the applicable WBS Level 4 number, (b) the supplier, (c) description of effort, (d) type of contract, (e) Subcontract Hours, if applicable, (f) Subcontract Price, (g) Proposal Hours, if applicable, and (h) Proposal price included in prime's proposal to the Government (see format below).

**SCHEDULE B - PROBABLE SUBCONTRACTORS**

WBS	SUPPLIER	DESCRIPTION OF EFFORT	TYPE CONTRACT	SUBS HRS	SUBS PRICE	PROP HRS	PROP PRICE

(2) For competitive subcontracts over \$1,000,000 also provide the following information:

- (a) Basis for present price estimate (vendor proposal or quote, prior invoice, engineering estimate, etc.)
- (b) Identify whether the expected source is a large business, small businesses and/or small disadvantaged business concern
- (c) If quotes or proposals have been received, indicate the number of firms solicited, the number of quotes or proposals received, and the basis for selection (e.g. low offeror, delivery schedule, technical merit of product, etc.)
- (d) Number of small business and/or small disadvantaged business concerns solicited. If none solicited, reason for exclusion.

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- (e) The actual or expected basis for establishing reasonableness of price (e.g. adequate price competition, price analysis, cost analysis, established catalog or market prices)
- (f) Affiliation with prime contractor, if any

(3). Interorganizational transfers

For all interorganizational transfers priced at other than cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the offeror, explain the pricing method [see FAR 31.205-26(e)]. For any interorganizational transfers priced at cost, provide a separate breakdown of cost by element of cost.

f. Major Material Items.

Submit by WBS element a listing of each major material item with an extended value exceeding \$25,000 showing nomenclature, part number, quantity required, unit price and extended price. (See format below).

**SCHEDULE C - MAJOR MATERIAL ITEMS**

WBS NO.	NOMENCLATURE	PART NUMBER	QTY REC'D	UNIT PRICE	TOTAL PRICE

g. Travel

Submit by WBS a list of proposed travel that is required (See format below).

**SCHEDULE D - TRAVEL**

WBS #	GFY	Origin/ Destination	Purpose	Number of People	Days	Per Diem	Car Rental	Airfare	Total

h. Other Information

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The offeror shall provide any other relevant cost assumptions and information, including such items like long lead costs, termination costs, inflation rate summary and explanation, and special tooling/test equipment which forms the basis of the proposal.

**3. BOE Volume 2**

The purpose of this volume is to provide the Government insight into the thought processes and methodologies used in estimating the resources (direct labor hours, skill mixes, material, parts, other direct costs, travel, etc.) that are proposed for performance of the OLI Implementation Phase. The offeror shall give a complete description of the processes and methodologies utilized in estimating resources, and describe how these relate to the approach described in the Mission Suitability proposal. The format of the BOEs shall follow the lowest level of the WBS included in Attachment J of the contract. The volume shall comply with the page limitations in L.7. All BOE information required by the prime offeror is also required by major subcontractors and team members (any subcontract expected to be more than 5% of total contract value).

**Summary of Deviations/Exceptions (Cost/Price Proposal)**

Explain any deviations, exceptions, or conditional assumptions taken with respect to the cost/price proposal instructions or requirements. Any deviations, exceptions, etc. must be supported by sufficient amplification and justification to permit evaluation.

(End of provision)

**L.15 BUSINESS PROPOSAL INSTRUCTIONS**

**1. General Instructions**

This must be a separate proposal volume. This volume shall include four copies of the SF33 with original signatures. This volume shall include the Contract sections B-J with offeror fill-ins and required contract attachments. The SF33, Contract sections B-J, and required attachments constitute the "model contract". This volume shall also include Section K, with offeror fill-ins.

The term "Business Proposal" is not limiting. While these instructions require the submittal of information that is primarily of a "business" nature, some "technical" information is also required.

In addition to the bound paper volumes of your Business proposal, provide two copies of your entire Business proposal on compact disk (CD). Any tables, figures, fold-out pages or any other material which are graphic in nature should be included on the CD in such a way as to allow this material to be viewed, copied, or printed.

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Only the paper copy will be used for evaluation purposes. If the CD's contain information not contained in the paper copy of the proposal this information will not be used in the evaluation.

The disks and files shall be in a form that will allow a copy to be made for transfer into or out of a computer disk storage system and shall be free of any known viruses. Page numbering on the disk file or files shall agree with the page numbers printed on the paper version of the Business proposal.

MS DOS compatible CD format shall be provided in Microsoft Word, Version 2000 and in PDF format entirely readable by Adobe Acrobat PDF reader 5.0 as available by internet, <http://www.adobe.com> (appropriately labeled). Include a READ ME type file with each CD detailing the type and version of the word processing package utilized, explaining the disk file structure and naming conventions used and any other information that you feel may be helpful to use these files effectively for the intended purpose.

## 2. Past Performance

This factor will apply to the offeror, team members and any significant subcontractors (over 5% of contract value). The information requested below is anticipated to be sufficient for purposes of the evaluation of past performance. However, offerors may submit additional information at their discretion if they consider such information necessary to establish a record of relevant past performance. Refer to FAR 15.305(a)(2)(iii).

Provide two matrices of relevant contracts listing:

- a. All scientific instruments for which the offeror was the prime contractor which have been delivered in the past five years.
- b. All scientific instruments for which the offeror is or will be the prime contractor and which are currently in the development or implementation phase.

### 2.1 Contents of MATRIX 1

In the first matrix, provide a listing of scientific instruments that have been delivered during the past five years for which the offeror was the prime Contractor or played a significant role (over 5% of contract value). This matrix should contain the following columns (the column headings are given in all caps, as follows):

- a. NAME OF INSTRUMENT, SPACECRAFT FLOWN ON, & LAUNCH DATE
- b. TYPE OF INSTRUMENT - The basic function of the instrument. If the offeror was not prime Contractor, but played significant role, describe the role.
- c. BUYER - The buyer of the scientific instruments, including name and address.

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- d. **CONTRACT NUMBER & TYPE** - The contract number under which it was bought, and contract type
- e. **AWARD DATE & METHOD** - The contract award date and whether it was competitive or not
- f. **C.O. & C.O.T.R.** - The name and phone number of the Contracting Officer and the Contracting Officer's Technical Representative (or their equivalent for commercial contracts) at the time of the delivery – **CONFIRM THAT THE PHONE NUMBERS ARE CURRENT**
- g. **PERFORMANCE SUCCESS** - The success rate of the scientific instruments in terms of meeting the requirements stated in the contract. This should be stated as a percentage, with an explanation of how you calculated the percentage. Please describe any major technical problems and how they were overcome.
- h. **COMPARABILITY** - Provide a brief description of how the instrument is comparable to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- i. **SCHEDULE SUCCESS** - The success record in meeting contractual delivery dates, and explanations for any deviations from those dates.
- j. **ORIGINAL VALUE** - The value of the contract at the time it was awarded (if it started as a letter contract, at the time it was definitized), inclusive of profit/maximum potential fee, and inclusive of fully priced options that were exercised since award
- k. **CURRENT/FINAL VALUE** - The current contract value, with identification of the total amount of any increases attributed to:
- changes directed by the buyer
  - cost growth which was your responsibility
  - added scope
  - other causes

If the contract was fixed price, and you suffered a loss under the contract, state the value of the loss, and the reason it occurred

- l. **CONTRACT REVISIONS** - If the contract was descoped or partially terminated for any reason, if the terms and conditions were significantly restructured for any reason, or if there were major waivers or deviations granted by the buyer, explain why this was done, and the impact on the contract.

**SPECIAL INSTRUCTIONS for MATRIX 1**

Include as much information as you can in the matrix itself. If it is not possible to include all the information in the matrix, include the information in footnotes following the matrix, clearly labeled to provide traceability to the matrix itself.

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List scientific instruments in reverse chronological order, beginning with the most recent. It is not necessary to repeat information previously given in the matrix. If the information is the same for two scientific instruments, just include a statement in the matrix saying "SAME AS \_\_\_\_\_".

Provide the name, title, and phone number of the Government or customer personnel that we can contact to verify the accuracy of the information. **CONFIRM THAT THE CONTACT INFORMATION IS CURRENT**

## 2.2 Contents for MATRIX 2

In the second matrix, provide a listing of all of the scientific instruments that are currently in the development or implementation phase, but for which there have been no hardware deliveries to date for which the offeror is or will be the principal contractor or play a significant role (over 5% of contract value). Include all scientific launches that are anticipated for delivery during the next three years. The matrix should contain the following columns (The column headings are given in all caps, as follows):

- a. **NAME & EXPECTED LAUNCH DATE** - The name of the scientific instrument, the name of the spacecraft it will be flown on, and the date you expect it will be ready for delivery.
- b. **TYPE OF INSTRUMENT** - The basic function of the instrument. If the offeror was not prime Contractor, but played significant role, describe the role.
- c. **BUYER** - The buyer of the scientific instruments, including name and address.
- d. **CONTRACT NUMBER & TYPE** - The contract number under which it is being bought, and contract type
- e. **AWARD DATE & METHOD** - The contract award date (actual or anticipated), and was it competitive or not
- f. **C.O. & C.O.T.R.** - The name and phone number of the Contracting Officer and the Contracting Officer's Technical Representative (or their equivalent for commercial contracts) at the present time – **CONFIRM THAT THE PHONE NUMBERS ARE CURRENT**
- g. **COMPARABILITY** - Provide a brief description of how the instrument is comparable to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- h. **ANTICIPATED PERFORMANCE SUCCESS RATE** - The projected success rate in terms of meeting the performance requirements stated in the contract. This should be stated as a percentage, with an explanation of how you calculated the percentage. Please describe any major technical problems and how the are being resolved.

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- i. **ANTICIPATED SCHEDULE SUCCESS** - The probability of meeting the contractual dates, and explanation for any deviations from those dates.
- j. **ORIGINAL VALUE** - The value of the contract at the time it was awarded (if it started as a letter contract, at the time it was definitized), inclusive of fully priced options that were exercised since award.
- k. **CURRENT/PROJECT VALUE** - The current and projected final contract value, with identification of the present and the final projected total values of the increases attributed to:
- changes directed by the buyer
  - cost growth which was your responsibility
  - added scope
  - other causes

If the contract was fixed price, and you are suffering a loss or projected loss under the contract, state the value of the loss, and the reason for it.

- l. **CONTRACT REVISIONS** - If the contract was descoped or partially terminated for any reason, or if the terms and conditions were significantly restructured for any reason, or if there were any major waivers or deviations granted by the buyer, explain why this was done, and the impact on the contract.

**SPECIAL INSTRUCTION for MATRIX 2**

Include as much information as you can in the matrix itself. If it is not possible to include all the information in the matrix, include the information in footnotes following the matrix, clearly labeled to provide traceability to the matrix itself.

List the instruments in chronological order, beginning with the one next expected for delivery.

Provide the name, title, and phone number of the Government or commercial customer personnel that we can contact to verify the accuracy of the information. **CONFIRM THAT THE CONTACT INFORMATION IS CURRENT**

**3. Additional Information to be Furnished**

**a. Government Property**

Section K of this solicitation contains NASA FAR Supplement provision 1852.245-79 entitled Use of Government Owned-Property. The provision requires the submittal of certain information if the offeror intends to use any Government property that may be offered by this solicitation or if the offeror requests the use of Government property not identified by this solicitation. Such information, if required by the provision, shall be included in the Business Proposal.

**b. Waiver of Rights to Inventions**

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This solicitation contains NASA FAR Supplement (NFS) clause 1852.227-70, “New Technology” and NFS provision 1852.227-71, “Request for Waiver to Rights to Inventions”. Any petitions for advance (prior to contract execution) waiver of rights to inventions should be included in the Business proposal.

c. Earned Value Management System (EVMS)

The EVMS documentation or plan, required by clause 1852.242-74, shall be included as part of this section.

4. Summary of Deviations/Exceptions (Business Proposal)

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these business proposal instructions or to any terms and conditions of the solicitation other than those of a technical or cost nature.

(End of Text)

**L.16 PROPOSAL MARKING AND DELIVERY**

**1. External Marking of Proposal Package(s)**

All proposal packages must be closed and sealed.

The required mailing address/external marking for proposals is as follows:

"Goddard Space Flight Center  
Greenbelt, MD 20771  
Building 16W—Shipping and Receiving Dock  
RFI Number – NNG04064128L  
Attn: Patricia Dombrowski  
Building 16W, Room N 90E  
PROPOSAL--DELIVER UNOPENED"

Suggested additional marking if the proposal is to be delivered by a commercial delivery service: (Offeror must complete fill-in's appropriately)

"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE DELIVERED TO THE DOCK MASTER, BUILDING 16W SHIPPING AND RECEIVING DOCK, NO LATER THAN (OFFEROR—ENTER DATE AND TIME)"

**2. Designated Receiving Office**

The designated receiving office for proposals is the Shipping and Receiving Dock, building 16W, Goddard Space Flight Center, which must be accessed from Soil Conservation Road, north from

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Greenbelt Road. Proposals must be received at the designated receiving office **no later than the date and time stated on the solicitation face page.**

The Building 16W Shipping and Receiving dock is open from 7:30AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which includes mailroom operations. Proposals will be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is public access to the Building 16W Shipping and Receiving Dock. GSFC passes, badges, escorts, etc. are not required for access to the receiving dock.

**3. Methods of Proposal Delivery**

There are three suggested methods of delivery to the designated proposal receiving office:

U.S. Postal Service Express Mail

Commercial Delivery Service

Delivery by company employee or other individual agent

Regardless of the delivery method chosen, the offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the face page of the solicitation.

(End of Text)

**L.17 PROPOSAL COPIES AND VOLUME ASSEMBLY**

The required number of hard copies of each proposal volume is specified below. Where multiple hard copies are requested, please clearly number the volumes (e.g., 1 of 15, 2 of 15, etc.).

PROPOSAL/VOLUME	HARD COPIES REQUIRED
Mission Suitability Proposal	15
Cost Proposal	10
Business Proposal	
SF33	4 signed originals
Contract sections B-J with offeror fill-ins and contract attachments	4
Section K with offeror fill-ins	4
Responses to Section L.15 instructions and past performance	4

Please refer to **L.13**, **L.14** and **L.15** for instructions on providing electronic copies of the proposals.

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PACKING: Each group, designated above, is to be packaged individually. This does not preclude packaging more than one, or all, groups in a single overall package. Mark the group number on the outside of the individual packages.

(End of Text)

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EVALUATION FACTORS FOR AWARD**

**M.1 EVALUATION OF OPTIONS (52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

**M.2 RESERVED**

**M.3 SOURCE SELECTION AND EVALUATION FACTORS--GENERAL**

1. Source Selection

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, "NASA formal source selection" will apply.

The attention of offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals".

A trade-off process, as described at FAR 15.101-1, will be used in making source selection.

2. Evaluation Factors and Subfactors

The evaluation factors are Mission Suitability, Cost/Price, and Past Performance. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor, inclusive of subfactors. Only the Mission Suitability factor is numerically scored.

3. Relative Order of Importance of Evaluation Factors

The Cost/Price Factor is significantly less important than the combined importance of the Mission Suitability Factor and the Past Performance Factor. As individual Factors, the Cost/Price Factor is less important than the Mission Suitability Factor but more important than the Past Performance Factor.

(End of Provision)

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**M.4 MISSION SUITABILITY FACTOR**

**1. Mission Suitability Subfactors and Description of Each Subfactor**

***SUBFACTOR A - INSTRUMENT DESIGN CONCEPT***

General Design

1. The Government will evaluate the scope, soundness, effectiveness, efficiency, technical risk and completeness of the proposed total instrument design. The Government will evaluate the ability of the proposed design to meet the instrument specification.
2. The Government will evaluate the scope, soundness, effectiveness, efficiency and completeness of the proposed design/performance budgets and margins/contingency.
3. The Government will evaluate the scope, soundness, effectiveness, efficiency, completeness, technical risk and maturity level of the proposed designs of key instrument subsystems.
4. The Government will evaluate the proposed use of engineering models, structural/thermal models, and simulators for scope, soundness, effectiveness, efficiency, and completeness in mitigating technical and schedule risk in the program.

Detailed Subsystem/System Design

1. The Government will evaluate the scope, soundness, efficiency, and completeness of the proposed approach to maintaining spectral uniformity of the bands across the full field of view. The Government will evaluate the approach to controlling stray light, crosstalk, and ghosting and other image artifacts such as striping, banding, and coherent noise.
2. The Government will evaluate the scope, soundness, effectiveness, efficiency, completeness and approach to establishing and maintaining adherence to the spacecraft interfaces required in the NPOESS GIID. The Government will evaluate the scope, soundness, technical risk, efficiency, and completeness of the approach to meeting all the requirements in the specification in the presence of a yaw error of +/- 3.8 degrees.
3. The Government will evaluate the scope, soundness, effectiveness, efficiency, technical risk and completeness of the approach to suppressing and/or measuring line of sight jitter.
4. The Government will evaluate the scope, soundness, effectiveness, efficiency, and completeness of the data architecture details, including band sequential organization of data, compression, data file organization, file architecture.

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System Performance Estimates

1. The Government will evaluate the radiometric, geometric, spatial and spectral performance estimates and feasibility of achieving those estimates.
2. The Government will evaluate the scope, soundness, effectiveness, efficiency, completeness, and reasonability of the end-to-end system analysis of system performance requirements.

***SUBFACTOR B - INSTRUMENT TESTING AND CALIBRATION PLANNING***

Functional and Environmental Testing

The Government will evaluate the scope, soundness, effectiveness, efficiency and completeness of the instrument integration and test approach, including the following:

- a. Subassembly, assembly, and unit level fabrication flow and functional and environmental testing at each assembly level.
- b. The overall approach to verifying the spatial, spectral, and radiometric performance of the instrument.
- c. The approach to meeting the requirements of the Mission Assurance Requirements (MAR).
- d. The approach to verifying instrument performance on-orbit.
- e. The performance assurance approach, organization, tools and standards, including plan for adherence to the MAR.
- f. The approach to instrument life testing.

Calibration and Characterization

1. The Government will evaluate the scope, soundness, effectiveness, efficiency and completeness of the instrument ground calibration methodology and characterization approach and how the requirements of the STR will be met.
2. The Government will evaluate the scope, soundness, effectiveness, efficiency and completeness of the approach to absolute and relative (detector-to-detector in a band if multiple detectors are used) radiometric calibration and stability measurement and maintenance prior to launch, through launch and on-orbit, including:

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- a. The on-board calibration methodology for all channels including concept of operations, recommended frequency of calibration, and availability of calibration opportunities, and calibration hardware to be used.
  - b. How the dark level(s) of the detector(s) will be controlled and measured on-orbit.
3. The Government will evaluate the scope, soundness, effectiveness, efficiency, and completeness of the approach to determination of the detector lines-of-sight relative to the Reflective Band Sensor (RBS) optical axes during pre-launch instrument characterization.
  4. The Government will evaluate the scope, soundness, effectiveness, efficiency, and completeness of the approach to determination of the orientation of the RBS optical axes relative to the Reflective Band Sensor (RBS) mounting surface both during pre-launch instrument characterization and in-orbit operation.

***SUBFACTOR C – MANAGEMENT, SYSTEMS ENGINEERING, PERFORMANCE ASSURANCE***

1. The Government will evaluate the scope, soundness, effectiveness, efficiency, and completeness of the organization and the management methods that will be used for performance of the contract, including where in the overall organization this program fits.
2. The Government will evaluate the scope, soundness, effectiveness, efficiency and completeness of the approach to subcontract management and management of teaming arrangements; including methods (e.g., use of contract fees) which program management shall use to motivate positive performance by subcontractors and team members.
3. The Government will evaluate the scope, soundness, effectiveness, efficiency and completeness of the proposed detailed schedule showing critical path(s), major design reviews, fabrication, assembly test, delivery, planned start and stop dates, and schedule slack and reserve, including: focal plane array/detectors design and development and instrument engineering model development and testing in the schedule.
4. The Government will evaluate the scope, soundness, effectiveness, efficiency and completeness of the system engineering approach, organization, tools, and standards.
5. The Government will evaluate the scope, soundness, effectiveness, efficiency and completeness of the approach to defining interfaces with the spacecraft provider(s), including interface requirements definition and planned use of resources.

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6. The Government will evaluate the scope, soundness, effectiveness, efficiency and completeness of plans for risk reduction, (i.e, what activities will be undertaken to reduce developmental risk).
7. The Government will evaluate the scope, soundness, effectiveness, efficiency and completeness of the approach to post-launch checkout and sustaining engineering for the contract period.
8. Small Business Subcontracting Program (Refer to FAR 19.7)

The Small Business Subcontracting Plan will be evaluated in terms of the reasonableness and effectiveness of the offeror's independent assessment to achieve the proposed subcontracting goals. The offeror's Small Business Subcontracting Plan will be evaluated in terms of meeting the requirements of FAR 19.704 Subcontracting Plan Requirements, including the offeror's rationale for not meeting the Contracting Officer's recommended goals, if any.

***SUBFACTOR D - SAFETY AND HEALTH***

The Government will evaluate the Safety and Health Plan for compliance with applicable Federal and State statutory and regulatory requirements, as well as, compliance with NPG 8715.3 and applicable NASA Agency-wide and Installation specific policies and/or procedures. Considers the offeror's past safety record and accident history in terms of the number of safety violations cited and the number of accidents experienced under previous contracts.

***SUBFACTOR E – SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION PROGRAM***

Offerors should refer to FAR provision 52.219-24, "Small Disadvantaged Business Participation Program--Targets" in section L of this solicitation. This subfactor includes the percent of proposed SDB participation against total contract value with emphasis on complex or high technology work that will enhance the development of SDBs. Specific identification of SDB contractors and associated work and past performance of the offeror in meeting SDB goals and earning and associated incentives will be evaluated. The offeror's proposed plans, procedures, and organizational structure associated with ensuring attainment of proposed SDB targets will also be evaluated for effectiveness.

**2. Weights and Scoring**

In accordance with NFS 1815.304-70(b)(1), the Mission Suitability factor will be weighted and scored on a 1000 point scale.

The weights (points) associated with each Mission Suitability subfactor are as follows:

	Points
Subfactor A—Instrument Design Concept	375

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Subfactor B—Instrument Testing and Calibration Planning	275
Subfactor C—Management, Systems Engineering, Performance Assurance	250
Subfactor D—Safety and Health	50
Subfactor E---Small Disadvantaged Business Participation Program	50
Total	1000

The Mission Suitability subfactors and the total Mission Suitability factor will be evaluated using the adjectival rating, definitions and percentile ranges at NFS 1815.305(a)(3)(A). The maximum points available for each subfactor will be multiplied by the assessed percent for each subfactor to derive the score for the particular subfactor. For example, if a subfactor has possible 200 points and receives a percent rating 80, then the score for that subfactor would be 160 points.

**3. Adjustment for Cost Realism**

The realism of proposed costs may significantly affect the offeror's Mission Suitability Score. A total of up to 150 points may be deducted from the offeror's Mission Suitability score to account for any weaknesses associated with a lack of cost realism present in the offeror's proposal. This adjustment will be made if the proposed costs are unrealistically high or low according to the guidelines below.

The adjustment will be determined for the entire contract, including all options. The Government will calculate the point adjustment from the Missions Suitability score based on the percentage difference between the proposed and probable costs as follows:

<b>Difference Between Proposed Cost and Probable Cost</b>	<b>Point Adjustment</b>
+/- 0 to 5%	0
+/- >5% to 10%	-25
+/- >10% to 15%	-50
+/- >15% to 20%	-75
+/- >20% to 25%	-100
+/- >25% to 30%	-125
+/- >30%	-150

This adjustment is in addition to any finding(s) already reflected under Mission Suitability concerning the inadequacy of resources, cost or otherwise, prior to the formula adjustment.

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(End of text)

**M.5 COST/PRICE EVALUATION FACTOR**

The proposed cost/price will be assessed to determine reasonableness and cost realism. Offerors should refer to FAR 2.101(b) for a definition of “cost realism” and to FAR 15.404-1(d) for a discussion of "cost realism analysis” and “probable cost”.

The evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B) and (C). Upward or downward adjustments may be made to the proposed cost as a result of the assessment of cost realism. This can include adjustment to all proposed direct and indirect cost. For proposed award fees, the fee amount(s) will be included in the probable cost in the amounts proposed.

Probable cost will include the cost of Government resources, such as production and research property, that may be required because of the offeror's proposed approach to accomplishing the work, unless such resources are provided by the terms of this solicitation. For the requested use of Government production and research property, FAR subpart 45.2 will apply.

This is a full and open competition within one of the North American Industry Classification System (NAICS) Industry Subsectors determined by the Department of Commerce for the application of small disadvantaged procurement mechanisms and applicable factors. Refer to FAR 19.201(b), FAR 19.11 and to FAR clause 52.219-23, “Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.” The adjustment shall be applied to the assessed “probable cost”. The adjustment will not be made if there are no Small Disadvantaged Business (SDB) offeror(s) or if all SDB offerors have waived the price adjustment.

Both the proposed cost and the probable cost will be presented to the Source Selection Authority.

(End of text)

**M.6 PAST PERFORMANCE EVALUATION FACTOR**

The evaluation will be conducted in accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2), "Past performance evaluation". The approach to evaluating past performance is provided below in accordance with FAR 15.305(a)(2).

This factor will not be point scored. One of the following adjectival ratings will be assigned:  
Excellent, Very Good, Good, Fair or Poor

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However, offerors without a record of relevant past performance or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on past performance. Refer to FAR 15.305(a)(2)(iv).

Past performance will include the following specific areas established for this procurement in accordance with NFS 1815.305(a)(2)(B).

--Technical Performance

This considers offeror's compliance with technical requirements and performance standards for previous and present work. For hardware and hardware systems, this includes compliance with process requirements (such as product assurance) and control systems (such as configuration management) as well as the performance requirements for the delivered hardware or system and also whether design life was achieved. The offeror's performance on interim work and deliverables such system designs, prototype hardware, and technical reports will also be considered as well as the initiative of the offeror in identifying and resolving unforeseen technical problems. This also considers the offeror's past safety record and accident history in terms of the number of safety violations cited and the number of accidents experienced under previous contracts. This also considers the offeror's initiative and success in addressing and resolving safety violations and preventing future accidents.

--Schedule Performance

This considers how well the offeror has met completion dates. This includes any interim deliverables or milestones such as periodic technical and business reports, system designs, prototype hardware, and completion of valid customer direction such as task and "mission" assignments and technical directions.

--Cost Performance

This considers cost increases and cost savings (such as overruns and underruns) experienced on previous and current contracts and subcontracts. Only those increases or savings within the responsibility of the offeror under the terms of the particular contracts or subcontracts are considered. However, customer directed efforts and "de-scopings" to mitigate cost increases will be considered in assessing cost performance.

--Small Business and Small Disadvantaged Business Subcontracting

This considers the offeror's past performance in meeting proposed Small Business Subcontracting Plan goals and SDB targets under previous contracts.

(End of Provision)

**M.7 OFFER/NO OFFER RESPONSE SHEET**

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Compliance is requested, but not required.

This page may be used to indicate whether your company intends to submit an offer in response to this solicitation. You may also indicate your intent by E-Mail or FAX. The E-Mail address is ?? . The FAX number is ?? . If mailed, return the completed page to the individual and address on the face page of this solicitation.

The \_\_\_\_\_ (name of firm)

( / / intends) ( / / does not intend) to submit an offer in response to RFP5- ?? .

(End of text)